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**FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS**

City Council Meeting
08:30 a.m. July 26, 2011

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on July 19, 2011

II. CONSENT AGENDAS (ITEMS 1 THROUGH 24)

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. **Approval of travel expenses for Vice Mayor Lavonta Williams to attend NLC NBC-LEO Annual Summer Conference in Beaumont, TX, August 10-14, 2011.**

RECOMMENDED ACTION: Approve the expenditures

2. **Approval of travel expenses for Mayor to attend LKM and KAC meeting in Topeka, KS, July 14, 2011.**

RECOMMENDED ACTION: Approve the expenditures.

IX. COUNCIL MEMBER APPOINTMENTS

1. **Board Appointments.**

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 24)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated July 25, 2011.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>New</u>	<u>2011</u>	<u>(Consumption on Premises)</u>
Manuel E Colchado	Los Compadres Mexican Restaurant & Grill LLC*	3205 East 31st Street South

<u>Renew</u>	<u>2011</u>	<u>(Consumption off Premises)</u>
Loan Hong Le	KC Gas #1***	1102 West Maple Street

*General/Restaurant 50% or more gross revenue from sale of food.

***Retailer grocery stores, convenience stores, etc.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Deeds and Easements:

- a. Deeds and Easements.

RECOMMENDED ACTION: Accept documents.

4. Consideration of Street Closures/Uses.

- Community Events-Dream Big. (District V)
- Community Events - Rosstoberfest Run. (District II)
- Community Events – Intrust Bank Arena, Keith Urban. (District I)
- Community Events - Intrust Bank Arena, WWE Smackdown. (District I)
- Community Events - Geezer Gathering. (District VI)
- Community Events - Hunter Health Clinic at Inter-Faith Ministries Grand Opening. (District VI)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

5. Agreements/Contracts:

- Encroachment Agreement with SemCrude Gas Pipeline, Inc. for 119th Street West Improvement, between Kellogg and Maple. (District V)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Change Orders:

- a. Change Order No. 1 - 13th Street Improvement, between Maize and Tyler. (District V)
- b. Change Order No. 2 - Golden Prairie Transmission Main.
- c. Change Order No. 1- Levee S, Phase 2 Improvements along the Arkansas River, between Broadway and Hydraulic. (District III)
- d. Change Order No. 2 - 119th Street West Improvement, between Kellogg and Maple. (District V)
- e. Change Order No. 1- Sanitary Sewer No. 23 Relocation. (Districts I and III)
- f. Change Order No. 1- Multi-Use Path from McAdams Park to Dr. Glen Dey Park. (District I)
- g. Change Order No. 2- Electric Power Substation.
- h. Change Order No. 1 - 2011 Contract Street Maintenance Project, Cutler Repaving, Inc. (Districts I and V)
- i. Change Order No. 1 - 2011 Contract Street Maintenance Project, PPJ Construction. (Districts I and V)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

7. Minutes of Advisory Boards/Commissions

Board of Code standards and Appeals, June 6, 2011
Board of Electrical Appeals, June 14, 2011
Wichita Public Library, June 21, 2011
Airport Advisory Board, June 6, 2011

RECOMMENDED ACTION: Receive and file.

(9:30 a.m. or soon thereafter)

8. Repair or Removal of Dangerous and Unsafe Structures. (Districts I and III)

<u>Property Address</u>	<u>Council District</u>
a. 1106 North Chautauqua	I
b. 342 North Pennsylvania	I
c. 437 North Grove	I
d. 1101 North New York	I
e. 1233 North Estelle	I
f. 1347 North Minnesota	I
g. 2200 East Pawnee (commercial building)	III

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on September 13, 2011 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

9. Report on Claims for June 2011.

RECOMMENDED ACTION: Receive and file.

10. General Obligation Refunding Bonds and Temporary Note Sale.

RECOMMENDED ACTION: Authorize utilization of Springsted, Inc. as the financial advisor in accordance with the terms of the intergovernmental contract established through Sedgwick County and adopt the resolution: 1) authorizing the general obligation refunding bonds and general obligation improvement and renewal temporary note sales; 2) approving the distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel; 3) finding that such Preliminary Official Statement is in a form "deemed final" for the purpose of the Securities Exchange Commission's Rule 15c2-12(b)(1), subject to revision, amendment and completion in the final Official Statement; 4) authorizing distribution of the Notice of Sale; and 5) authorizing City staff, in consultation with Bond Counsel to take such further action reasonably required to implement this Resolution.

11. Abatement of Dangerous and Unsafe Structures. (Districts I, III, IV and VI)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

12. City Buildings and Facilities – Americans with Disability Act compliance.

RECOMMENDED ACTION: Approve the release of funds for the continued implementation of the transition plan, adopt the amending resolution and authorize the necessary signatures.

13. Emergency Relocation of Water Line in conflict with Sanitary Sewer No. 23 Relocation Project.
(Districts I and III)

RECOMMENDED ACTION: Affirm the City Manager's Public Exigency approval of the project.

14. Notice of Intent to Use Debt Financing Amendment - Taxiway "H and H1" West Site Development - Mid-Continent Airport.

RECOMMENDED ACTION: Adopt the Amended Resolution and authorize the necessary signatures.

15. Community Services Block Grant (CSBG) Discretionary Funds Application.

RECOMMENDED ACTION: Approve submission of the Federal Fiscal Year (FFY) 2011 CSBG Discretionary Funds Application in the amount of \$50,000 and authorize the necessary signatures.

16. HOME Program Funding Agreement Amendments. (Districts I, III, IV, V and VI)

RECOMMENDED ACTION: Approve the amendments to the funding agreements providing for re-allocated HOME funding and extension of project completion periods, and authorize the necessary signatures.

17. Homelessness Prevention and Rapid Re-Housing Contract Approval.

RECOMMENDED ACTION: Approve the contract amendment and authorize the necessary signatures.

18. HOME CHDO Operating Support Funding. (Districts I, III, IV, V, and VI)

RECOMMENDED ACTION: Approve the recommended allocations and the funding agreements, and authorize the necessary signatures.

19. Second Reading Ordinances: (First Read July 19, 2011)

- a. List of Second Reading Ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

20. *ZON2011-00018 associated with CUP2011-00017 – a zone change from SF-5 Single-family Residential to LC Limited Commercial, and Amendment #1 to DP-308 Mike Steven Motors Commercial Community Unit Plan on property generally located south of Kellogg Drive between Gouverneur Road and Calhoun Drive, on the northern terminus of Whittier Road, 542 South Whittier. (District II)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change and DP-254 Amendment #1 subject to the recommended conditions, authorize the Mayor to sign the ordinance and withhold publication until the plat is recorded and all conditions of approval have been met (simple majority vote required).

21. *ZON2011-00019 – City zone change from SF-5 Single-Family Residential to LC Limited Commercial; generally located northwest of the intersection of South Hillside Avenue and East Ross Parkway, 2825 South Hillside Ave. (District III)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change subject to platting within one year, authorize the mayor to sign the ordinance and withhold publication of the ordinance until the plat is recorded.

22. *VAC2011-00013 - Request to vacate a portion of platted complete access control and platted street right-of-way; generally located north of 13th Street North, on the southeast corner of 143rd Street East and Sundance Street. (District II)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

23. *Wally's Structural Loads Consulting, LLC - Lease Agreement for office use of 2120 Airport Road - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the Agreement and authorize the necessary signatures.

24. *Taxiway H and H1 West Site Development Budget Adjustment - Supplemental Agreement No. 2 - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the budget increase and the supplemental agreement and authorize the necessary signatures.

DEEDS AND EASEMENTS – JULY 26, 2011

- a. Storm Water Drainage and Detention Basin Improvements Easement dated June 30th, 2011 from Physicians Development Group, LLC for a pond lying within Reserves A, Reeds Cove Medical Park, a replat of part of Reed Commercial Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751503) No cost to City.

**City of Wichita
City Council Meeting
July 26, 2011**

TO: Mayor and City Council

SUBJECT: Community Events – Dream Big (District V)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Clark Enszt, Clark Enszt, Inc. is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Dream Big 5K and 1 Mile Fun Run September 3, 2011 8:00 am – 12:00 pm

- § Central Park Street, New Market Square parking lot to Neville Street.
- § Neville Street, Rutgers Street to Shefford Street.
- § Shefford Street, Neville Street to Greenspoint Street.
- § Greenspoint Street, Shefford Street to Park Dale Street.
- § Park Dale Street, Greenspoint to Central Park Street.

The promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring of off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Rosstoberfest Run (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Clark Ensz, Clark Ensz, Inc. is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Rosstoberfest Run October 1, 2011 9:00 am – 12:00 pm

- § Douglas Avenue, Bluff Street to Roosevelt Street.
- § Quentin Street, Douglas Avenue to First Street.
- § Circle Drive, Douglas Avenue to Bluff Street.
- § Bluff Street, Circle Drive to Lewis Street.
- § Lewis Street, Bluff Street to Pershing Street.
- § Pershing Street, Lewis Street to English Street.
- § English Street, Pershing Street to Fountain Street.
- § Fountain Street, English Street to Waterman Street.
- § English Street, Fountain Street to Circle Drive.

The promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring of off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (Keith Urban)
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Keith Urban August 16, 2011 7:00 am – August 17, 2011 2:00 am

§ William Street, St. Francis Street to Commerce Street.

§ Waterman Street, St. Francis Street to Emporia Street – West bound lane.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring of off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (WWE Smackdown)
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

WWE Smackdown August 30, 2011 7:00 am – August 31, 2011 2:00 am

§ William Street, St. Francis Street to Commerce Street.

§ Waterman Street, St. Francis Street to Emporia Street – West bound lane.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring of off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing Certificate of Liability Insurance on file with the Community Event Coordinator.

**City of Wichita
City Council Meeting
July 26, 2011**

TO: Mayor and City Council

SUBJECT: Community Events – Geezer Gathering (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter, John Belford, Belford Electric, Inc. is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Geezer Gathering – 2011 October 1, 2011 9:00 a.m. – 7:00 p.m.

- § Rock Island Street, Third Street to Central Avenue.
- § Mosley Street, Third Street to Central Avenue.

The client will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring of off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Hunter Health Clinic at Inter-Faith Ministries Grand Opening (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter, Susette Schwartz, CEO Hunter Health Clinic is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Hunter Health Clinic at Inter-Faith Ministries Grand Opening August 8, 2011 3:30 p.m. to 6:30 p.m.

§ Ninth Street, Main Street to Market Street.

The client will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring of off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council

SUBJECT: Encroachment Agreement with SemCrude Gas Pipeline, Inc
for 119th Street West Improvement, between Kellogg and Maple
(District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

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Recommendation: Approve the agreement.

Background: On September 21, 2010, the City Council approved a project to improve 119th Street West, between Kellogg and Maple. A portion of the road improvements are located within a prior existing private easement granted to SemCrude, L.P. The City of Wichita has obtained consent from SemCrude, L.P. to install a sidewalk in this private easement.

Analysis: An agreement has been created to formalize the co-location of the sidewalk within this private easement.

Financial Considerations: The encroachment agreement requires no financial outlay other than recording fees. A budget of \$35 is requested to provide for this expenditure.

Goal Impact: This agreement addresses the Efficient Infrastructure goal by improving an important transportation route.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachment: Encroachment agreement.

**ENCROACHMENT AGREEMENT
AMENDMENT TO RIGHT OF WAY EASEMENT**

STATE OF KANSAS §
 §
COUNTY OF SEDGWICK §

THIS AGREEMENT, made as of the ____ day of _____, 2011, by and between City of Wichita, its successors and assigns, with a mailing address of 455 N. Main, 7th Floor, Wichita, Kansas 67202 (hereinafter called “City”), and SemCrude, L.P., a Delaware limited partnership, its successors and assigns whose mailing address is 11501 South I-44 Service Road, Oklahoma City, Oklahoma 73173, (hereinafter called the “Company”).

WITNESSETH THAT:

WHEREAS, pursuant to the terms of the following described right of way agreements, hereinafter referred to as “Right of Way Agreement,” to-wit:

1. That certain Right of Way Agreement dated June 7th, 1956, executed and delivered by Frank W. Carlson and Verna E. Carlson, and recorded in Book 371 at Page 500 in the Register of Deeds of Sedgwick County, Kansas, covering the SW/4 of Section 30, Township 27 south, Range 1 West,

a pipeline was laid (hereinafter called “Pipeline”); and,

WHEREAS, City represents and warrants that it is the fee owner of a portion of the land described in and covered by the Right of Way Agreement (hereinafter called “Property”), which Property is covered by the above referenced Right of Way Agreement; and,

WHEREAS, in connection with the widening of 119th Street, City has requested Company to consent to the construction of a concrete surfaced sidewalk on the right of way and easement, (hereinafter collectively called “Improvements”); and,

WHEREAS, in order to accommodate City, Company will not object to the construction of the Improvements over, upon and across the right of way and easement and Pipeline upon the terms and conditions of this Agreement, as will more fully hereinafter appear.

NOW, THEREFORE, in consideration of the premises and of the mutual advantages accruing or expected to accrue to the parties hereto by virtue of this Agreement, the parties, intending to be legally bound hereby for themselves and their respective successors and assigns, covenant and agree that the Right of Way Agreement shall be and the same is hereby amended by reference thereto to provide as follows:

1. For purposes of this Agreement, the terms set forth below are defined as follows:
 - (a) “Work” shall mean any and all work performed by or for Company to the right of way and easement and the Pipeline as currently installed, or any other pipeline to be installed within the right of way and easement, on, over and across the property pursuant to the terms of the Right of Way Agreement, including, but not limited to, construction, maintenance, repair, replacement, alteration, renewal and removal of said Pipeline.
2. During the performance of any Work, Company shall have the right to pile dirt and materials on the surface of the ground both within the limits of and adjacent to the right of way and easement, provided Company uses its best efforts to minimize any interference with or interruption of the operation of or access to the Property or any of the business or other commercial or professional enterprises or activities located on the Property.

3. Company agrees that, except in cases of emergency, it will give City not less than forty-eight (48) hours advance notice before commencing any work.
4. Except as otherwise provided for herein, neither City nor their agents or contractors shall build any structures on, construct man-made surfaces or place bodies of water upon, excavate or located any utilities within, change the grade of, or use Company's right of way and easement, or any part thereof, in any way which will or may interfere with Company's immediate and/or unimpeded access to Company's Pipeline facilities located therein or otherwise interfere with Company's lawful exercise of any of the rights herein granted or confirmed without first having obtained Company's approval in writing, and this agreement constitutes approval of construction in compliance with terms herein.
5. Company will not object to the construction of the Improvements on, over, under, upon and across its Pipeline and right of way and easement, provided that the portion of said concrete and/or asphalt surfaced area directly over the Company's Pipeline shall be separated by forty-eight (48) inches of compacted soil from the top of the pipeline to the bottom of the concrete surface. Any concrete surface is to be installed with expansion joints no greater than (10) feet apart and to be constructed in a manner so as to facilitate its removal from the right of way and easement.
6. City, its agents and contractors shall give Company not less than forty-eight (48) hours' notice prior to any proposed grading, excavation, construction or installation of any Improvements on, over, under, upon, or near Company's Pipeline and right of way easement.
7. The installation, operation, maintenance and repair of the Improvement by City shall be done in a manner as will not interfere with the proper and safe use, operation and enjoyment of Company's Pipeline and right of way and easement.
8. City, their heirs, successors and assigns, at their sole cost and expense, shall at all times be obligated to maintain, repair and replace the Improvements in order to protect the interest of Company in and to the Pipeline and right of way and easement. In the event the condition of the Improvement creates a risk to the Pipelines integrity, City agrees to promptly maintain, repair or replace the improvements.
9. The construction, installation, maintenance and/or reconstruction of the Improvements is and shall be subject to the rights of Company and provided in the Right of Way Agreement and in this Agreement.
10. Company, in the exercise of any of its rights, shall not be liable in any manner or respect whatsoever for any damages occasioned to any of the Improvements, except for damage caused by the negligence and willful action of Company and Company's agents, employees or contractors.
11. All the terms and provisions of the Right of Way Agreements, except as modified or amended by this Agreement, are hereby ratified and confirmed and shall remain in full force and effect.
13. The parties acknowledge and agree that the terms and provisions of this Agreement shall constitute a covenant running with the land.
14. This Agreement shall be binding upon the City and Company and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused the presents to be duly executed the day and year above written.

COMPANY

CITY

SemCrude, L.P., a Delaware limited
partnership
By: SemOperating, C.P., L.L.C.
its general partner

City of Wichita

Peter L. Schwiering, President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA §
 §
COUNTY OF CLEVELAND §

Before me, a Notary Public in and for the State of Oklahoma, on this 30th day of June, 2011, personally appeared Peter L. Schwiering, known to me to be the identical person who subscribed the name of SemCrude, L.P., a Delaware limited partnership, by its general partner SemOperating, G.P., L.L.C., and Oklahoma limited liability company, to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited partnership for the uses and purposes set forth.

Notary Public, Sate of Oklahoma

My Commission Expires: 02-10-14

My Commission Number: 06001606

STATE OF _____ §
 §
COUNTY OF _____ §

On this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared _____, to me known to be the identical person(s) who signed the foregoing instrument as _____, and acknowledged to me that he/she, executed the same as his/her free and voluntary act and deed and in the capacity therein stated, for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

My Commission Number: _____

After Recording Return to:
SemCrude, L.P.
11501 S. I-144 Service Road
Oklahoma, City OK 73173
ATTN: ROW Dept.

Carl Brewer, Mayor

Gary E. Rebenstorf
Director of Law

Karen Sublett, City Clerk

**City of Wichita
City Council Meeting
July 26, 2011**

TO: Mayor and City Council

SUBJECT: Change Order No. 1 - 13th Street Improvement, between Maize and Tyler
(District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Change Order No. 1.

Background: On December 21, 2010, the City Council approved a construction contract with Kansas Paving, Inc. for a mill and overlay of 13th Street between Maize and Tyler. The project was funded by a combination of left over federal grants (ARRA funding) and Street Maintenance operating funds. The estimated amount of asphalt base repair was reduced at the time of letting due to the limited Street Maintenance funds available at year-end. The milling of the street has exposed a large amount of base that should be repaired prior to the asphalt overlay. Street Maintenance funds from the 2011 budget are available from the 2011 budget for the required additional work.

Analysis: The additional work includes 300 tons of full depth asphalt repair and 1,500 square feet of thermal crack repair.

Financial Considerations: The cost of the change order is \$60,223. The funding source is the 2011 Street Maintenance operating budget. The original contract amount is \$405,793. This change order represents 15% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing ongoing street maintenance improvements.

Legal Considerations: The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 1 and authorize the necessary signatures.

Attachments: Change Order No. 1.



PUBLIC WORKS-ENGINEERING

May 31, 2011

CHANGE ORDER**To:** Conspec, Inc. d/b/a Kansas paving**Project:** Mill & Overlay on 13th St. N., Maize to Tyler**Change Order No.:** 1**Project No.:** 87N-0511-01/472-84852**Purchase Order No.:** 031117**OCA No.:** (991307/132724)**CHARGE TO OCA No.:** 132722**PPN:****Please perform the following extra work at a cost not to exceed \$60,223.30****Additional Work:** Adjust measured quantity bid items.**Reasons for Additional Work:** Adjust measured quantity bid items based upon projected field measurements.

Items (Non-Participating)	Negot'd	Qty		Unit Price	Extension
AC Surface Course(BM 1-B)(PG70-28)	Bid	150.0	tn	\$66.00	\$9,900.00
Full Depth Asphalt Repair BM-2(PG-64-22)	Bid	300.0	tn	\$80.00	\$24,000.00
Combined Curb & Gutter Repair	Bid	80.0	lf	\$14.00	\$1,120.00
Thermal Crack Repair	Bid	1,500.0	lf	\$15.00	\$22,500.00
Crushed Rock Installed	Bid	(85.0)	tn	\$21.00	(\$1,785.00)
4" Sidewalk Rem & Replace	Bid	1,450.00	sf	\$4.00	\$5,800.00
8" Concr. Driveway Repair	Bid	10.0	sf	\$6.75	\$67.50
4" Yellow or White Pvmnt Mrkgs (Thermopl.)	Bid	6,664.0	lf	\$0.65	\$4,331.60
6" Yellow or White Pvmnt Markings (Thermopl.)	Bid	(7,243.0)	lf	\$0.88	(\$6,373.84)
12" Yellow or White Pvmnt Markings (Thermopl.)	Bid	442.0	lf	\$1.50	\$663.00

Total = \$60,223.30

CIP Budget Amount: \$489,190.00 (991307)
\$6,600,000.00 (132724)

Consultant: Staff

Exp. & Encum. To Date: \$4,999,786.68**CO Amount: \$60,223.30****Uncnum. Bal after CO: \$1,539,990.02****Original Contract Amt.: \$405,792.50****Current CO Amt.: \$60,223.30****Amt. of Previous CO's: \$0.00****Total of All CO's: \$60,223.30****% of Orig. Contract / 25% Max.: 15%****Adjusted Contract Amt.: \$466,015.80****Recommended By:**_____
Greg Baalman, P.E.
Construction Engineer_____
Date**Approved:**_____
Jim Armour, P.E.
City Engineer_____
Date**Approved:**_____
Contractor_____
Date**By Order of the City Council:**_____
Carl Brewer
Mayor_____
Date**Approved as to Form:**_____
Gary Rebenstorf
Director of Law_____
Date**Attest:**_____
City Clerk

City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council

SUBJECT: Change Order No. 2 - Golden Prairie Transmission Main (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Change Order No. 2.

Background: On October 19, 2010, the City Council approved a contract with Wildcat Construction Co. Inc. to construct a water transmission line along Golden Prairie Road to serve the Aquifer Storage and Recovery (ASR) wellfield. The original plan was to sequence the ASR project so that the pipeline would be completed in the winter months when water demand is low. However, that schedule was altered when the ASR project was put on hold in early 2010 to conduct a study of its effectiveness. As a consequence, the project could not start until six months later than planned. As a result, temporary connections need to be made to the existing wellfield to insure an adequate water supply through the summer months. A change order has been prepared to address the additional work.

Analysis: The additional work includes a temporary spur line, the relocation of two large butterfly valves, the installation of a temporary butterfly valve and a weld in place man-way access.

Financial Considerations: The total cost of the additional work is \$44,877, with the total paid by the Water Utility. The original contract amount is \$6,733,640. This change order plus a previous change order represents 0.66% of the original contract amount. Funding is available within the existing project budget.

Goal Impact: The project addresses the Efficient Infrastructure goal by providing a needed water supply.

Legal Considerations: The Law Department has approved the change order as to form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 2 and authorize the necessary signatures.

Attachments: Change Order No. 2.



To: Wildcat Construction

Change Order No.: 1002
Purchase Order No.: 930579
CHARGE TO OCA No.: 633972

**Project: ASR Pipeline Bid Package D1 Golden
Prairie Transmission Main**
Project No.: 788014
OCA No.: 633972
PPN: 788014

Please perform the following extra work at a cost not to exceed \$44,877.43

Additional Work:

1. Modify contract sequence of work by beginning the D1.1 pipeline at station 0+00 to 81+44.95 including a temporary tie between the existing and new pipeline. Bid Package (BP) D1-2 tie in and 24" isolation valve shall be substantially complete before April 1, 2011. Construction of BP D1.1 from station 159+98 to station 316+41.48 shall be substantially complete by May 31, 2011.
2. Relocate 24' butterfly valve from MR6 to M5.
3. Relocate 36" butterfly valve from M9 to MR10.
4. Add temporary 36" valve north of MR8.
5. Return 2 flanges not used in Item 4 above.
6. Weld temporary 36" steel test head north of MR8.
7. Install temporary tie between new and existing pipe line at Station 80+45.
8. Remove tie in between the new pipe and the existing diagonal line.
9. Construct temporary spur line from existing well M1 to the new pipeline tie-in location.
10. Weld in place a 36" man-way access.

Reason for Additional Work: The modification below and redirections were necessary because of the 90-day delay in construction of the plant support pipeline which included letting the BP D1 contract. This change was required to keep wells in service and to maintain the minimum amount of water available for service to Wichita during high-usage months. The original letting date would have allowed this work to be done in the spring but the delayed schedule pushed construction into summer.

1. This sequence change was necessary to accommodate the 90 day schedule delay in early 2010 which pushed critical outage of wells in the summer.
2. This change was necessary to keep water service to town from wells 1, 2, 3, and 4.
3. This change was necessary to temporarily tie the new water line to the existing water line so water could be shipped to town via the existing water line until the new water lines is in places.
4. This additional valve was added to keep wells operational for the maximum length of time and was temporary. The valve will be salvaged to the City and will be used in the B3 Bid package. The value of this valve to be salvaged to the City and will be used in the B3 Bid Package. The value of this valve to be salvaged to the City is \$15,617.
5. Extra flanges for the temporary valve listed in Item 4 were not needed and were returned to the vendor for credit.
6. The cap was needed for loading of water, air removal and testing of the 36" pipe installed out of plan sequence as described in Item 1.
7. This connection was required to keep wells 1, 2, 3 and 4 in production.
8. The temporary tie-in as shown in the plan was not necessary because of the work re-sequenced in Items 1 through 7.
9. This connection was required to keep water from well M1 in service.
10. This manhole port was required to provide access into the constructed pipeline for grouting.

Bid Item	Negot'd/Bid	Qty	Unit Price	Extension
1. Schedule Revision	Negot'd	1 ls	\$0.00	\$0.00
2. Relocate 24" BFV	Negot'd	1 ls	\$2,200.00	\$2,200.00
3. Relocate 36" BFV	Negot'd	1 ls	\$2,848.51	\$2,848.51
4. 36" BFV(Salvage to Ctiy)	Negot'd	1 ls	\$15,617.20	\$15,617.20
5. 36" Flange (2)	Negot'd	1ls	(\$1,005.77)	(\$1,005.77)
6. 36" Welded Test Cap	Negot'd	1 ls	\$2,579.05	\$2,579.05
7. Temp Connect (Sta 80+45)	Negot'd	1 ls	\$12,811.71	\$12,811.71
8. Plan 36" Temp 36"x30"	Negot'd	1 ls	(\$17,183.21)	(\$17,183.21)
9. Temp Spur (M01)	Negot'd	1 ls	\$8,541.05	\$8,541.05
10. 36" Closure w/Manway	Negot'd	1 ls	\$18,468.89	\$18,468.89

CIP Budget Amount: \$73,630,168.00

Original Contract Amt.: \$6,733,640.00

Consultant: Camp Dresser & Mckee
Exp & Encumbr. To Date: \$51,657,678.26

Currnt CO Amt.: \$44,877.43
Amt. of Previous CO's: \$11,500.00
Total of ALL CO's: \$55,377.43
% of Orig. Contract / 25% Max: 0.66%
Adjusted Contract Amt.: \$6,790,017.43

CO Amount: \$44,877.43
Unencum. Bal. After CO: \$21,927,612.31

Recommended By:

Approved:

Dennis H. Sanders Date
Construction Admin Mgr.
RW Beck & Associates

Deb Ary, P.E. Date
Water Operation Supt

Approved By:

Approved :

Contractor Date

Jim Armour, P.E. Date
Co-Director of Public works & Utilities

Approved as to From:

By Order of the City Council:

Gary Rebenstorf Date
Director of Law

Carl Brewer Date
Mayor
Attest: _____
City Clerk

City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council

SUBJECT: Change Order No. 1- Levee S, Phase 2 Improvements
along the Arkansas River, between Broadway and Hydraulic (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

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Recommendation: Approve Change Order No. 1.

Background: On November 17, 2009, the City Council approved a construction contract with Bob Bergkamp Construction, Co. for improvements to Levee S along the Arkansas River. After the work began, the Corp of Engineers determined that additional trees should be removed to maintain the required clear zones along the levee. A change order has been prepared to address the additional work.

Analysis: The additional work consists of tree removal over an area of 200 acres.

Financial Considerations: The total cost of the additional work is \$32,368 with the total paid by the Storm Water Utility. The original contract amount is \$1,064,011. This change order represents 3.04% of the original contract amount. Funding is available within the existing project budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing scheduled maintenance of an Arkansas River levee.

Legal Considerations: The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 1 and authorize the necessary signatures.

Attachments: Change Order No. 1.



6/21/2011

PUBLIC WORKS-ENGINEERING

CHANGE ORDER**To:** bob Bergkamp Construction Co.**Project:** Wichita-Valley Center Local Flood
Protection Levee "S" (Phase 2)**Change Order No.:** 1**Project No.:** 468-84626**Purchase Order No.:** 930940**OCA No.:** 660811**CHARGE TO OCA No.:** 660811**PPN:** 869001**Please perform the following extra work at a cost not to exceed \$32,368.23****Additional Work:** Tree Removal

Reason for Additional Work: Plans were designed with efforts to spare as many trees as possible while still meeting the minimum tree removal specifications for the Corps of Engineers requiring additional yearly trimming and tree removal. During construction, the Corps of Engineers supported additional tree removal over an area of 200 acres to provide additional clear space for added years of service. This will reduce future annual workload and cost needed to maintain minimum clear zones required by the Corps of Engineers. This will also eliminate the possible damage to the newly constructed levee from equipment needed for the yearly maintenance.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Tree Removal	Negot'd	1 LS	\$32,268.23 =	\$32,268.23
Total =				\$32,268.23

CIP Budget Amount: \$10,100,000.00

Consultant: MKEC

Exp. & Encum. To Date: \$8,465,429.07**CO Amount:** \$32,268.23**Unencum. Bal. After CO: \$1,602,202.70****Original Contract Amt.: \$1,064,010.61**

Current CO Amt.: \$32,268.23

Amt. of Previous CO's: \$0.00**Total of All CO's: \$32,268.23****% of Orig. Contract / 25% Max.: 3.04%****Adjusted Contract Amt.: \$1,096,378.84****Recommended By:****Approved:**_____
Greg Baalman, P.E.
Construction Engineer_____
Date_____
Jim Armour, P.E.
City Engineer
Co-Director of Public Works & Utilities_____
Date**Approved:****Approved as to Form:**_____
Contractor_____
Date_____
Gary Rebenstorf
Director of Law_____
Date**By Order of the City Council:****Attest:**__________
Carl Brewer
Mayor_____
Date_____
City Clerk

City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council

SUBJECT: Change Order No. 2 – 119th Street West Improvement, between Kellogg and Maple (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

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Recommendation: Approve the change order.

Background: On December 7, 2010, the City Council approved a contract with Cornejo & Sons, Inc. for improvements to 119th Street West, between Kellogg and Maple. A part of the work is the installation of a 24” storm water sewer. An existing 16” water line that was incorrectly located by probing at the time of project design is in conflict with the storm sewer. A change order has been prepared to authorize the work needed to eliminate the conflict.

Analysis: The additional work consists of relocating the water line with 45 degree bends to lower its elevation.

Financial Considerations: The total cost of the additional work is \$18,077. The funding source is the Water Utility. The original contract amount is \$2,959,340. This change order plus a previous change order represents 0.62% of the original contract amount. Funding is available within the existing project budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through an important transportation corridor.

Legal Considerations: The Law Department has approved the change order as to form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 2 and authorize the necessary signatures.

Attachments: Change Order No. 2.



To: Cornejo & Sons
Change Order No.: 2
Purchase Order No.: 031072
CHARGE TO OCA No.: 635696

Project: 119th St. W., Kellogg to Maple
Project No.: 87N-0388-01/472-84850
OCA No.: 707011/635696
PPN: 209476/760743

Please perform the following extra work at a cost not to exceed **\$18,077.50**

Additional Work: Relocate 16" water main. Adjust measured bid items.

Reason for Additional Work: Existing 16" water main is in conflict with proposed 24" SWS at Sta. 136+23, 25' Rt. Waterline will be relocated with 45-degree bends and restrained with megalugs. Adjust measured bid items based on final field measurements.

Item (Non-participating)	Negot'd/Bid	Qty	Unit Price	Extension
Relocate 16" water main	Negot'd	1 LS	\$18,342.50	\$18,342.50
Pipe, DICL RJ 6"	Bid	(1) lf	\$55.00	(\$55.00)
Pipe, WL 8"	Bid	(6) lf	\$35.00	(\$210.00)
TOTAL COST				= \$18,077.50

CIP Budget Amount: \$5,850,000.00 (707011)

\$ 45,000.00 (635696)

Consultant: PEC

Total Exp. & Encum. To Date: \$18,096.39 (635696)

CO Amount: \$18,077.50

Unencum. Bal. After CO: \$8,626.11 (635696)

Original Contract Amt.: \$2,959,339.70

Current CO Amt.: \$18,077.50

Amt. of Previous CO's: \$7,148.00

Total of All CO's: \$25,225.50

% of Orig. Contract / 25% Max.: 0.62%

Adjusted Contract Amt.: \$2,984,565.20

Recommended By:

Greg Baalman, P.E.
Construction Engineer

Date

Approved:

Jim Armour, P.E.
City Engineer
Co-Director of Public Works & Utilities

Date

Approved:

Contractor

Date

By Order of the City Council:

Carl Brewer, Mayor

Date

Approved as to Form:

Gary Rebenstorf
Director of Law

Date

Approved:

Benny P. Tarverdi
KDOT Metro Engineer

Date

City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council

SUBJECT: Change Order No. 1- Sanitary Sewer No. 23 Relocation (Districts I and III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: On August 10, 2010, the City Council approved a contract with SJ Louis Construction, Inc. to install approximately two miles of 48" sanitary sewer line along and under the I-135 Freeway. By requirement of the Kansas Department of Health and Environment, the new line was designed to have a 10- foot clearance of any water lines along the route. An existing 12" water line was found to deviate from its plan record location and was within the excavation area for the 48" sewer line. As a result, the water line was shut down and a determination of a public exigency was declared, and the lines were relocated to provide the necessary clearance. A change order has been prepared for the cost of the additional work.

Analysis: The work consists of installing 235 lineal feet of water line and resetting a sewer siphon structure.

Financial Considerations: The total cost of the additional work is \$31,050, with the total paid by the Sewer Utility. The \$29,000 was previously approved as a public exigency. The original contract amount is \$7,690,500. This change order represents .040% of the original contract amount. Funding is available within the existing project budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing needed improvements of the City's sanitary sewer system.

Legal Considerations: The Law Department has approved the change order as to form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 1 and authorize the necessary signatures.

Attachments: Change Order No. 1.

To: SJ Louis Construction, Inc.
Change Order No.: 1
Purchase Order No.: 030711
CHARGE TO OCA No.: 624087 = \$13,248.71
636235 = \$17,422.50

Project: SS #23 Relocation along I-135 Phase 2
Project No.: 468-84375
OCA No.: (624087/636235)
PPN: 655534/770623

Please perform the following extra work at a cost not to exceed \$30,671.21

Additional Work: Construct 230 feet of 12" WL. Reset Structure #6 and relay 40' of 48" SS Line.

Reason for Additional Work:

Item #1 – 235 LF of the existing WL needs to be moved in order to maintain 10' clearance between the WL and new 48" SS line per KDHE requirements. Line needs moved from approximate station 83+50 to station 85+80.

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
Charge to OCA (636235) - ADD				
Move Existing 12" WL	Negot'd	230	lf @ \$75.75 =	\$17,801.25

Item #2 – Siphon Structure #6 at station 48+85 needs to be reset and 40' of 48" SS line needs relayed. This needs done to better match existing field conditions to obtain a better final product.

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
Charge to OCA (624087) - ADD				
Reset Structure #6	Negot'd	1	LS @ 13,248.71 =	\$13,248.71

Total = \$31,049.96

CIP Budget Amount: \$16,540,000.00 (624087)	Original Contract Amt.: \$7,690,500.00
\$181,000.00 (636235)	
Consultant: PEC	Current CO Amt.: \$30,671.21
Total Exp. & Encum. To Date: \$10,018,777.65 (624087)	Amt. of Previous CO's: \$0.00
\$158,102.12 (636235)	Total of All CO's: \$30,671.21
CO Amount: \$30,671.21	% of Orig. Contract / 25% Max.: 0.40%
Unencum. Bal. After CO: \$6,507,973.64 (624087)	Adjusted Contract Amt.: \$7,721,171.21
\$5,475.38 (636235)	

Recommended By: Approved:

Greg Baalman, P.E.
Construction Engineer

Date

Jim Armour, P.E.
City Engineer
Co-Director of Public Works & Utilities

Date

Approved: Approved:

Contractor

Date

Joseph T. Pajor
Public Works & Utilities Asst. Dir.

Date

Approved as to Form:

Gary Rebenstorf
Director of Law

Date

By Order of the City Council:

Carl Brewer
Mayor

Date

Attest:_____
City Clerk

City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council

SUBJECT: Change Order No. 1- Multi-Use Path from McAdams Park to Dr. Glen Dey Park (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

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Recommendation: Approve Change Order No. 1.

Background: On November 16, 2010, the City Council approved a construction contract with Cornejo & Sons, Inc. to construct a multi-use path between McAdams Park and Dr. Glen Dey (formerly Grove) Park. The project is funded by a Department of Energy grant. Lower than expected bids allowed the use of additional grant funding. A change order has been prepared to address the additional work.

Analysis: The additional work includes an additional park bench at a rest area, additional trash receptacles. Also, more energy efficient LED lighting has been recommended by the Department of Energy. The additional work has been approved by the Department of Energy.

Financial Considerations: The total cost of the additional work is \$29,161 with the total paid by the Department of Energy grant. The original contract amount is \$981,074. This change order represents 2.97% of the original contract amount. Funding is available within the existing project budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by expanding the City's system of multi-use paths.

Legal Considerations: The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 1 and authorize the necessary signatures.

Attachments: Change Order No. 1.



June/23/2011

PUBLIC WORKS-ENGINEERING

CHANGE ORDER

To: Corjeno & Sons, Inc..

Project: Bike Path-McAdams to Grove Park

Change Order No.: 1

Project No.: 472-84910

Purchase Order No.: 030923

OCA No.: 991310

CHARGE TO OCA No.: 991390

PPN: 991390

Please perform the following extra work at a cost not to exceed **\$45,346.40**

Additional Work: Add LED lighting, adjust biofiltration plantings, add and repair KDOT fence, add benches and trash receptacles to the bike path.

Reason for Additional Work:

Item #1-LED lights will be installed in all of the bike path lighting in lieu of the Milbank M1 lights. The LED's will provide greater efficiency and longer life.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (991310) - ADD				
LED Lighting	Negot'd	1 LS	@	22,000.00 = \$22,000.00

Item #2-Rigid conduit needs to be installed under the Biofiltration planting at Station 22+00 Rt. The power lines servicing the lights for I-235 run directly under this biofiltration planting. The conduit was requested by KDOT.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (991310) - ADD				
Biofiltration Conduit	Negot'd	1 LS	@	2,200.00 = \$2,200.00

Item #3-One additional bench needs added to the project at station 118+20 for an additional resting area.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (991310) -OVERRUN				
Benches	Bid	1 ea	@	1,100.00 = \$1,100.00

Item #4-Three trash receptacles need added to the project.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (991310)-ADD				
Trash Receptacles	Negot'd	3 ea	@	1,287.00 = \$3,861.00

Total = \$29,161.00

CIP Budget Amount: \$1,598,573.00
Consultant: Ruggles & Bohm
Total Exp. & Encum. To Date: \$62.64
CO Amount: \$45,346.40
Unencum. Bal. After CO: \$1,553,163.96

Original Contract Amt.: \$981,074.34
Current CO Amt.: \$45,346.40
Amt. of Previous CO's: \$0.00
Total of All CO's: \$45,346.40
% of Orig. Contract / 25% Max.: 4.62%
Adjusted Contract Amt.: \$1,026,420.34

Recommended By:**Approved:**

Greg Baalman, P.E.
Construction Engineer

Date

Jim Armour, P.E.
City Engineer
Co-Director of Public Works & Utilities

Date**Approved:****Approved as to Form:**

Contractor Date

Gary Rebenstorf _____
Director of Law Date

By Order of the City Council:

Carl Brewer Date
Mayor

Attest: _____
City Clerk

City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council

SUBJECT: Change Order No. 2- Electric Power Substation (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Change Order No. 2.

Background: On August 17, 2010, the City Council approved a contract with JF Electric Inc. to construct an electric substation to power the Aquifer Storage and Recovery Facility. The substation will contain high voltage transformers, switches and lines. The system connects to the Sedgwick County Electric Cooperative (SCEC) power grid. SCEC has now required that they have a manual control of their feed from the City owned system. A change order has been prepared to address the additional work.

Analysis: The additional work consists of a recloser at the SCEC bay in the substation.

Financial Considerations: The total cost of the additional work is \$13,284, with the total paid by the Water Utility. The original contract amount is \$3,992,598. This change order plus a previous change order represents 0.33% of the original contract amount. Funding is available within the existing project budget.

Goal Impact: The project addresses the Efficient Infrastructure goal by providing a needed water supply.

Legal Considerations: The Law Department has approved the change order as to form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 2 and authorize the necessary signatures.

Attachments: Change Order No. 2.



PUBLIC WORKS-ENGINEERING

July 1, 2011

CHANGE ORDER

To: JF Electric Inc.

Project: Substation Construction

ASR Project I2

Change Order No.: 1002

1001 Project No.: 788012

Purchase Order No.: DP130066

OCA No.: 633970

CHARGE TO OCA No.: 633970

PPN: 788012

Please perform the following extra work at a cost not to exceed \$13,284.00

Additional Work: Provide and install recloser in Sedgwick County Electric Cooperative (SCEC) bay of the Substation.

Reason for Additional Work: SCEC is requiring this recloser so that they have manual control of their feed from the city-owned system. This is a new requirement after further review by SCEC.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Recloser (SCEC)	Negot'd	1 ls	\$13,284.00	\$13,284.00

CIP Budget Amount: \$23,600,000.00

Original Contract Amt.: \$3,992,598.00

Consultant: RW Beck & Associates

Currnt CO Amt.: \$13,284.00

Exp & Encumbr. To Date: \$23,519,317.48

Amt. of Previous CO's: \$21,640.00

Total of ALL CO's: \$34,924.00

CO Amount: \$13,284.00

% of Orig. Contract / 25% Max: 0.33%

Unencum. Bal. After CO: \$67,398.52

Adjusted Contract Amt.: \$4,027,522.00

Recommended By:

Approved:

Dennis H Sanders Date
Construction Admin. Manager
RW Beck & Associates

Stan Breitenbach Date
Special Project Engineer

Approved:

Approved :

Contractor Date

Jim Armour, P.E. Date
Co-Director of Public Works & Utilities

Approved as to From:

By Order of the City Council:

Gary Rebenstorf Date
Director of Law

Carl Brewer Date
Mayor
Attest: _____
City Clerk

City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council

SUBJECT: Change Order No. 1- 2011 Contract Street Maintenance Project,
(Cutler Repaving, Inc.) (Districts I and V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: On January 4, 2011, the City Council approved a budget for the 2011 contract street maintenance project. On April 12, 2011, the City Council approved a construction contract with Cutler Repaving, Inc. for pavement repairs at various locations.

Analysis: The 2011 contract street maintenance project includes the types of repairs needed for the following locations:

Piatt: 21st Street to 25th Street North.

13th Street North: Tyler to east of Ridge Road.

Ridge Road: 12th Street to 13th Street North.

These streets are in need of repairs and have been on the list to do so, but were not included in the construction contract due to funding limits. Funding that was eliminated from the 2010 maintenance program has now been restored and is available for use in the 2011 contract maintenance program. These locations require extensive repair preparation work before the actual overlay can begin. Attempting to bid a new contract with a small amount of work will likely result in higher unit prices than those currently bid and the timeline to complete the work may not be met. In order to utilize the "Hot in-Place Recycling" method of repair at the current bid prices, the window to do so is only 6 weeks while Cutler Repaving, Inc. is in Wichita. The next level of repair would be 40% costlier if the pavement condition worsens. A change order has been prepared for this work.

Financial Considerations: The total cost of the additional work is \$220,603. The original contract amount is \$929,200. This change order represents .24% of the original contract amount. Funding is available in the 2011 contract maintenance program.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing improved, safer streets throughout the City.

Legal Considerations: The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 1 and authorize the necessary signatures.

Attachments: Change Order No. 1.



PUBLIC WORKS-ENGINEERING

July 13, 2011

CHANGE ORDER

To: Cutler Repaving, Inc

Project: 2011 Contract Maintenance

Hot in Place Repaving

Change Order No.: 1

Project No.: 472-84968

Purchase Order No.: 130323

OCA No.: 132724/636246/620570/133116

CHARGE TO OCA No.: 132724

PPN:

Please perform the following extra work at a cost not to exceed **\$220,603.00**

Additional Work:

Piatt: 21st Street to 25th Street North.

13th Street North: Tyler to East of Ridge Road.

Ridge Road: 12th Street to 13th Street North.

Reason for Additional Work: These locations were on the 2010 repair list but were eliminated due to budget limitations. The increase of the 2011 Contract Maintenance budget allows for additional work within the existing contract.

<u>Item (Measured)</u>	<u>Bid items</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
AC Surface Course (BM1)(PG64-22)		2,160 tn	\$62.85	\$135,756.00
Asphalt Surface Recycled		39,100 sy	\$2.17	\$84,847.00

CIP Budget Amount: \$6,600,000.00(132724)

Original Contract Amt.: \$929,200.00

\$ 0.00(636246)

\$ 59,946.80(620570)

\$ 524,096.92(9133116)

Consultant: Staff

Current CO Amt.: \$220,603.00

Exp. & Encum. To Date: \$2,683,687.30(132724)

Amt. of Previous CO's: \$0.00

\$ 14,500.00(636246)

\$ 54,946.80(620570)

\$ 524,096.92(133116)

Total of All CO's: \$220,603.00

CO Amount: \$220,603.00

% of Orig. Contract / 25% Max.: .24%

Unencum. Bal. After CO: \$3,695,709.70

Adjusted Contract Amt.: \$1,149,803.00

Recommended By:

Approved:

Greg Baalman, P.E.
Construction Engineer

Date

Jim Armour, P.E., City Engineer
Co-Director of Public Works & Utilities

Date

Approved:

By Order of the City Council:

Contractor

Date

Carl Brewer
Mayor

Date

Approved as to Form:

Attest:_____

City Clerk

Gary Rebenstorf
Director of Law

Date

City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council

SUBJECT: Change Order No. 1 - 2011 Contract Street Maintenance Project
(PPJ Construction) (Districts I and V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

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Recommendation: Approve the change order.

Background: On January 4, 2011, the City Council approved a budget for the 2011 contract street maintenance project. On April 12, 2011, the City Council approved a construction contract with PPJ Construction for pavement repairs at various locations.

Analysis: The 2011 contract street maintenance project includes the types of repairs needed for the following locations:

Piatt: 21st Street to 25th Street North.

13th Street North: Tyler to east of Ridge Road.

Ridge Road: 12th Street to 13th Street North.

These streets are in need of repairs and have been on the list to do so, but were not included in the construction contract due to funding limits. Funding that was eliminated from the 2010 maintenance program has now been restored and is available for use in the 2011 contract maintenance program. These locations require extensive asphalt and concrete preparatory repair before the actual “Hot in-Place Recycling” can begin. Attempting to bid a new contract with a small amount of work likely will result in higher unit prices than those currently bid and the timeline to complete the work may not be met. In order to utilize the “Hot in-Place Recycling” method of repair at the current bid prices, the window to do so is only 6 weeks while the contractor is in Wichita. The next level of repair would be 40% costlier if the pavement condition worsens. This work will consist of the necessary base pavement repairs and curb and gutter repairs in advance of resurfacing. A change order has been prepared for this work.

Financial Considerations: The total cost of the additional work is \$60,000. The original contract amount is \$487,000. This change order represents .12% of the original contract amount. Funding is available in the 2011 contract maintenance program.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing improved, safer streets throughout the City.

Legal Considerations: The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 1 and authorize the necessary signatures.

Attachments: Change Order No. 1.

**PUBLIC WORKS-ENGINEERING**July 15, 2011
CHANGE ORDER**To: PPJ Construction Co.****Project: 2011 Contract Maintenance
Asphalt & Concrete Preparatory work &
Repair****Change Order No.: 1****Project No.: 472-84961****Purchase Order No.: 130120****OCA No.: 132724/620570/133116****CHARGE TO OCA No.: 132724****PPN:****Please perform the following extra work at a cost not to exceed: \$60,000.00****Additional Work:** Asphalt & Concrete Preparatory work & Repair for below locationsPiatt: 21st Street to 25th Street North.13th Street North: Tyler to East of Ridge Road.Ridge Road: 12th Street to 13th Street North.**Reason for Additional Work:** These locations are in desperate need of repairs.

This work was completed prior to the "Hot in Place Repairing". The season of work is narrow and therefore needs to be completed soon. These locations require extensive repair preparation work before actual hot in place overlay.

Item (Measured)	Bid items	Qty	Unit Price	Extension
Comb. Curb & Gutter Repair		895 lf	\$12.00	\$10,740.00
6" Reinf. Concr. base. Repair		300 sy	\$40.00	\$12,000.00
2" Partial Depth Asphalt Repair (BM-2)(PG64-22)		100 tn	\$120.00	\$12,000.00
Full Depth Asphalt Repair (BM-2)(PG64-22)		60 tn	\$115.00	\$6,900.00
Thermal Crack Repair (2.5' wide)		2040 lf	\$9.00	\$18,360.00
Total =				\$60,000.00

CIP Budget Amount: \$6,600,000.00(132724)
\$0.00(620570)
\$15,620,620.00(133116)**Original Contract Amt.: \$487,000.00****Consultant: Staff****Current CO Amt.: \$60,000.00****Exp. & Encum. To Date: \$2,683,687.30(132724)**
\$54,946.80(620570)
\$15,620,620.00(133116)**Amt. of Previous CO's: \$0.00****Total of All CO's: \$60,000.00****CO Amount: \$60,000.00****% of Orig. Contract / 25% Max.: .12%****Unencum. Bal. After CO: \$6,540,000.00****Adjusted Contract Amt.: \$547,000.00****Recommended By:****Approved:**_____
Greg Baalman, P.E.
Construction Engineer_____
Date_____
Jim Armour, P.E.
City Engineer
Co-Director of Public Works & Utilities_____
Date

Approved:

Contractor Date

Approved as to Form:

Gary Rebenstorf Date
Director of Law

By Order of the City Council:

Carl Brewer Date
Mayor

Attest:_____
City Clerk

City of Wichita
City Council Meeting

July 26, 2011

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
(Districts I and III)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On July 11, 2011, the Board of Code Standards and Appeals conducted hearings on the seven (7) properties listed below. The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

Analysis: Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

<u>Property Address</u>	<u>Council District</u>
a. 1106 North Chautauqua	I
b. 342 North Pennsylvania	I
c. 437 North Grove	I
d. 1101 North New York	I
e. 1233 North Estelle	I
f. 1347 North Minnesota	I
g. 2200 East Pawnee (commercial building)	III

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods. Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita cause them to be deemed as dangerous and unsafe buildings for condemnation consideration, as required by State Statutes.

Recommendations/Actions: Adopt the attached resolutions to schedule a public hearing before the City Council on September 13, 2011 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letters to Council, summaries, and resolutions.

PUBLISHED IN THE WICHITA EAGLE ON JULY 29 and AUGUST 5, 2011

RESOLUTION NO. 11-176

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: THE SOUTH HALF OF LOT 106 AND ALL OF LOT 108, CHAUTAUQUA AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS KNOWN AS 1106 N. CHAUTAUQUA MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 26th day of July 2011, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 13th day of September 2011, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at THE SOUTH HALF OF LOT 106 AND ALL OF LOT 108, CHAUTAUQUA AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, known as: 1106 N. CHAUTAUQUA, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 22 x 32 feet in size. Vacant and open, this structure has a severely shifting concrete block foundation; exposed, rotted sill plate; rotted and missing wood lap siding; dilapidated, rotted rear porch; rotted and missing wood trim and framing members; and the 8 x 8 foot metal accessory shed is deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 26th day of July 2011.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

PUBLISHED IN THE WICHITA EAGLE ON JULY 29 and AUGUST 5, 2011

RESOLUTION NO. 11-177

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 41, ON PENNSYLVANIA AVENUE, MATHEWSON'S 4TH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 342 N PENNSYLVANIA MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 26th day of July 2011, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 13th day of September 2011, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 41, ON PENNSYLVANIA AVENUE, MATHEWSON'S 4TH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 342 N PENNSYLVANIA, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A two story frame dwelling about 50 x 28 feet in size. Vacant and open, this structure has been damaged by fire. It has a shifting and cracking block foundation, with missing blocks; rotted, missing and fire damaged wood lap siding; badly worn composition roof, with missing shingles and fire damage; fire damaged front porch; and fire damaged wood trim and framing members.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 26th day of July 2011.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

PUBLISHED IN THE WICHITA EAGLE ON JULY 29 and AUGUST 5, 2011

RESOLUTION NO. 11-178

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 14 AND 15, ROACH'S SUBDIVISION, WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 437 N GROVE MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 26th day of July 2011, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 13th day of September 2011, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 14 AND 15, ROACH'S SUBDIVISION, WICHITA, SEDGWICK COUNTY, KANSAS, known as: 437 N GROVE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 55 x 22 feet in size. Vacant for at least 3 years, this structure has shifting block basement walls; rotted and missing wood lap siding; badly worn composition roof, with missing shingles; dilapidated front and rear porches; and the roof rafters and wood trim are rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 26th day of July 2011.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

PUBLISHED IN THE WICHITA EAGLE ON JULY 29 and AUGUST 5, 2011

RESOLUTION NO. 11-179

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 48, 50, 52 AND 54 ON GETTO AVENUE, NOW NEW YORK AVENUE, GETTO'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1101 N NEW YORK MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 26th day of July 2011, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 13th day of September 2011, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 48, 50, 52 AND 54 ON GETTO AVENUE, NOW NEW YORK AVENUE, GETTO'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1101 N NEW YORK, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A two story frame dwelling about 25 x 30 feet in size. Vacant for at least 3 years, this structure has a shifting and cracking concrete foundation; badly worn composition roof, with holes; and deteriorated, rotted front porch and steps.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 26th day of July 2011.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

PUBLISHED IN THE WICHITA EAGLE ON JULY 29 and AUGUST 5, 2011

RESOLUTION NO. 11-180

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 69 AND 71, ON MABEL, NOW ESTELLE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1233 N ESTELLE MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 26th day of July 2011, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 13th day of September 2011, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 69 AND 71, ON MABEL, NOW ESTELLE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1233 N ESTELLE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 28 x 35 feet in size. Vacant and open, this structure has shifting and cracking basement walls; badly cracked and shifting block walls; rotted wood siding; badly worn composition roof; and rotted soffit, fascia, wood trim and framing members.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 26th day of July 2011.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

PUBLISHED IN THE WICHITA EAGLE ON JULY 29 and AUGUST 5, 2011

RESOLUTION NO. 11-181

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 118 AND 119, ROSENTHAL'S 2ND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1347 N MINNESOTA MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 26th day of July 2011, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 13th day of September 2011, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 118 AND 119, ROSENTHAL'S 2ND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1347 N MINNESOTA, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 50 x 40 feet in size. Vacant and open, this structure has a shifting and cracking limestone foundation; missing veneer; missing siding shingles; badly worn composition roof; rotted soffits, fascia and window trim; and the 10 x 4 foot wood accessory structure is deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 26th day of July 2011.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON JULY 29 and AUGUST 5, 2011

RESOLUTION NO. 11-182

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 1, BLOCK 1, ADCOCK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 2200 E PAWNEE MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 26th day of July 2011, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 13th day of September 2011, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 1, BLOCK 1, ADCOCK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 2200 E PAWNEE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story commercial building about 20 x 30 feet in size. Vacant and open this structure has been badly damaged by fire. It has collapsed block walls and missing roof; fire damaged wood trim; and the interior has been destroyed by fire.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 26th day of July 2011.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1106 N. CHAUTAUQUA** and legally described as: **THE SOUTH HALF OF LOT 106 AND ALL OF LOT 108, CHAUTAUQUA AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **September 13, 2011** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 22 x 32 feet in size. Vacant and open, this structure has a severely shifting concrete block foundation; exposed, rotted sill plate; rotted and missing wood lap siding; dilapidated, rotted rear porch; rotted and missing wood trim and framing members; and the 8 x 8 foot metal accessory shed is deteriorated.

(b) Street Address: 1106 N. CHAUTAUQUA

(c) Owners:
Lonny Bedeski
522 Second Street
Atlanta KS 67008

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N Main
Wichita KS 67203

Chris McElgunn, Attorney
301 N Main #1600
Wichita KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: July 12, 2011

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1106 N. CHAUTAUQUA

LEGAL DESCRIPTION: THE SOUTH HALF OF LOT 106 AND ALL OF LOT 108, CHAUTAUQUA AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 22 x 32 feet in size. Vacant and open, this structure has a severely shifting concrete block foundation; exposed, rotted sill plate; rotted and missing wood lap siding; dilapidated, rotted rear porch; rotted and missing wood trim and framing members; and the 8 x 8 foot metal accessory shed is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE SOUTH HALF OF LOT 106 AND ALL OF LOT 108, CHAUTAUQUA AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS** KNOWN AS **1106 N. CHAUTAUQUA** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **26th day of July 2011**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **13th day of September 2011**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **THE SOUTH HALF OF LOT 106 AND ALL OF LOT 108, CHAUTAUQUA AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, known as: **1106 N. CHAUTAUQUA**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 22 x 32 feet in size. Vacant and open, this structure has a severely shifting concrete block foundation; exposed, rotted sill plate; rotted and missing wood lap siding; dilapidated, rotted rear porch; rotted and missing wood trim and framing members; and the 8 x 8 foot metal accessory shed is deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **26th day of July 2011**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **342 N PENNSYLVANIA** and legally described as: **LOT 41, ON PENNSYLVANIA AVENUE, MATHEWSON'S 4TH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **September 13, 2011** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A two story frame dwelling about 50 x 28 feet in size. Vacant and open, this structure has been damaged by fire. It has a shifting and cracking block foundation, with missing blocks; rotted, missing and fire damaged wood lap siding; badly worn composition roof, with missing shingles and fire damage; fire damaged front porch; and fire damaged wood trim and framing members.

(b) Street Address: 342 N PENNSYLVANIA

(d) Owners:
Mark A Walker & Erica Joy Pellerin
1907 S Spruce
Wichita KS 67211

(d) Resident Agent: Noen

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N Main
Wichita KS 67203

Chris McElgunn, Attorney
301 N Main #1600
Wichita KS 67202

State of Kansas (SRS)
130 E William
Wichita KS 67202

Prime Asset Recovery LLC
c/o Gerald Woolwine Attorney at Law
114 W 8th
Ashland KS 67831

(i) Mortgage Holder(s): None

(j) Interested Parties:
Metlife Home Loans
c/o Eldon L Gay Attorney at Law
2933 SW Woodside Drive
Topeka KS 66614

DATE: July 12, 2011

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 342 N PENNSYLVANIA

LEGAL DESCRIPTION: LOT 41, ON PENNSYLVANIA AVENUE, MATHEWSON'S 4TH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 50 x 28 feet in size. Vacant and open, this structure has been damaged by fire. It has a shifting and cracking block foundation, with missing blocks; rotted, missing and fire damaged wood lap siding; badly worn composition roof, with missing shingles and fire damage; fire damaged front porch; and fire damaged wood trim and framing members.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

PUBLISHED IN THE WICHITA EAGLE ON
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 41, ON PENNSYLVANIA AVENUE, MATHEWSON'S 4TH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 342 N PENNSYLVANIA** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **26th day of July 2011**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **13th day of September 2011**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 41, ON PENNSYLVANIA AVENUE, MATHEWSON'S 4TH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 342 N PENNSYLVANIA, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A two story frame dwelling about 50 x 28 feet in size. Vacant and open, this structure has been damaged by fire. It has a shifting and cracking block foundation, with missing blocks; rotted, missing and fire damaged wood lap siding; badly worn composition roof, with missing shingles and fire damage; fire damaged front porch; and fire damaged wood trim and framing members.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **26th day of July 2011**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **437 N GROVE** and legally described as: **LOTS 14 AND 15, ROACH'S SUBDIVISION, WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **September 13, 2011** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 55 x 22 feet in size. Vacant for at least 3 years, this structure has shifting block basement walls; rotted and missing wood lap siding; badly worn composition roof, with missing shingles; dilapidated front and rear porches; and the roof rafters and wood trim are rotted.

(b) Street Address: 437 N GROVE

(c) Owners:
Marilyn Sowell
1105 N Chautauqua
Wichita KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N Main
Wichita KS 67203

Chris McElgunn, Attorney
301 N Main #1600
Wichita KS 67202

Kanza Bank
c/o Morris, Laing, Evans, Brock & Kennedy Chartered
300 N Mead Suite #200
Wichita KS 67202

(k) Mortgage Holder(s): None

(l) Interested Parties: None

DATE: July 12, 2011

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 437 N GROVE

LEGAL DESCRIPTION: LOTS 14 AND 15, ROACH'S SUBDIVISION, WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 55 x 22 feet in size. Vacant for at least 3 years, this structure has shifting block basement walls; rotted and missing wood lap siding; badly worn composition roof, with missing shingles; dilapidated front and rear porches; and the roof rafters and wood trim are rotted.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

PUBLISHED IN THE WICHITA EAGLE ON
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 14 AND 15, ROACH'S SUBDIVISION, WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 437 N GROVE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **26th day of July 2011**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **13th day of September 2011**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 14 AND 15, ROACH'S SUBDIVISION, WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **437 N GROVE**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 55 x 22 feet in size. Vacant for at least 3 years, this structure has shifting block basement walls; rotted and missing wood lap siding; badly worn composition roof, with missing shingles; dilapidated front and rear porches; and the roof rafters and wood trim are rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **26th day of July 2011**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1101 N NEW YORK** and legally described as: **LOTS 48, 50, 52 AND 54 ON GETTO AVENUE, NOW NEW YORK AVENUE, GETTO'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **September 13, 2011** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A two story frame dwelling about 25 x 30 feet in size. Vacant for at least 3 years, this structure has a shifting and cracking concrete foundation; badly worn composition roof, with holes; and deteriorated, rotted front porch and steps.

(b) Street Address: 1101 N NEW YORK

(f) Owners:
Louis O Christy & Sherry Ray & Elmer Ross
2260 N Roosevelt
Wichita KS 67220

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N Main
Wichita KS 67203

Chris McElgunn, Attorney
301 N Main #1600
Wichita KS 67202

McAfee Mortgage and Investment Co
Attn: Insuring
7007 College Boulevard #330
Overland Park KS 66211

(m) Mortgage Holder(s): None

(n) Interested Parties: None

DATE: July 12, 2011

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1101 N NEW YORK

LEGAL DESCRIPTION: LOTS 48, 50, 52 AND 54 ON GETTO AVENUE, NOW NEW YORK AVENUE, GETTO'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 25 x 30 feet in size. Vacant for at least 3 years, this structure has a shifting and cracking concrete foundation; badly worn composition roof, with holes; and deteriorated, rotted front porch and steps.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

PUBLISHED IN THE WICHITA EAGLE ON
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 48, 50, 52 AND 54 ON GETTO AVENUE, NOW NEW YORK AVENUE, GETTO'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **1101 N NEW YORK** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **26th day of July 2011**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **13th day of September 2011**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 48, 50, 52 AND 54 ON GETTO AVENUE, NOW NEW YORK AVENUE, GETTO'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **1101 N NEW YORK**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A two story frame dwelling about 25 x 30 feet in size. Vacant for at least 3 years, this structure has a shifting and cracking concrete foundation; badly worn composition roof, with holes; and deteriorated, rotted front porch and steps.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **26th day of July 2011**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1233 N ESTELLE** and legally described as: **LOTS 69 AND 71, ON MABEL, NOW ESTELLE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **September 13, 2011** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 28 x 35 feet in size. Vacant and open, this structure has shifting and cracking basement walls; badly cracked and shifting block walls; rotted wood siding; badly worn composition roof; and rotted soffit, fascia, wood trim and framing members.

(b) Street Address: 1233 N ESTELLE

(g) Owners:
Clarence L Baccus
PO Box 877
Vernon OK 74845

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N Main
Wichita KS 67203

Chris McElgunn, Attorney
301 N Main #1600
Wichita KS 67202

(o) Mortgage Holder(s): None

(p) Interested Parties: None

DATE: July 12, 2011

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1233 N ESTELLE

LEGAL DESCRIPTION: LOTS 69 AND 71, ON MABEL, NOW ESTELLE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 28 x 35 feet in size. Vacant and open, this structure has shifting and cracking basement walls; badly cracked and shifting block walls; rotted wood siding; badly worn composition roof; and rotted soffit, fascia, wood trim and framing members.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

PUBLISHED IN THE WICHITA EAGLE ON
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 69 AND 71, ON MABEL, NOW ESTELLE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1233 N ESTELLE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **26th day of July 2011**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **13th day of September 2011**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 69 AND 71, ON MABEL, NOW ESTELLE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **1233 N ESTELLE**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 28 x 35 feet in size. Vacant and open, this structure has shifting and cracking basement walls; badly cracked and shifting block walls; rotted wood siding; badly worn composition roof; and rotted soffit, fascia, wood trim and framing members.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **26th day of July 2011**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1347 N MINNESOTA** and legally described as: **LOTS 118 AND 119, ROSENTHAL'S 2ND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **September 13, 2011** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 50 x 40 feet in size. Vacant and open, this structure has a shifting and cracking limestone foundation; missing veneer; missing siding shingles; badly worn composition roof; rotted soffits, fascia and window trim; and the 10 x 4 foot wood accessory structure is deteriorated.

(b) Street Address: 1347 N MINNESOTA

(h) Owners:
Sondra S Nelson
2752 Stone Trace Dr
Chattanooga TN 37421

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N Main
Wichita KS 67203

Chris McElgunn, Attorney
301 N Main #1600
Wichita KS 67202

State of Kansas Revenue Dept Tax Liens
915 SW Harrison
Topeka KS 66612

Beal Bank SSB
6000 Legacy Drive
Plano TX 75024-3610

(q) Mortgage Holder(s): None

(r) Interested Parties: None

DATE: July 12, 2011

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1347 N MINNESOTA

LEGAL DESCRIPTION: LOTS 118 AND 119, ROSENTHAL'S 2ND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 50 x 40 feet in size. Vacant and open, this structure has a shifting and cracking limestone foundation; missing veneer; missing siding shingles; badly worn composition roof; rotted soffits, fascia and window trim; and the 10 x 4 foot wood accessory structure is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

PUBLISHED IN THE WICHITA EAGLE ON
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 118 AND 119, ROSENTHAL'S 2ND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **1347 N MINNESOTA** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **26th day of July 2011**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **13th day of September 2011**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 118 AND 119, ROSENTHAL'S 2ND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **1347 N MINNESOTA**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 50 x 40 feet in size. Vacant and open, this structure has a shifting and cracking limestone foundation; missing veneer; missing siding shingles; badly worn composition roof; rotted soffits, fascia and window trim; and the 10 x 4 foot wood accessory structure is deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **26th day of July 2011**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2200 E PAWNEE** and legally described as: **LOT 1, BLOCK 1, ADCOCK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **September 13, 2011** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story commercial building about 20 x 30 feet in size. Vacant and open this structure has been badly damaged by fire. It has collapsed block walls and missing roof; fire damaged wood trim; and the interior has been destroyed by fire.

(b) Street Address: 2200 E PAWNEE

(i) Owners:
Dale E Hancock & Aletha N Hancock
5035 E Larry Lane
Wichita KS 67218

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N Main
Wichita KS 67203

Chris McElgunn, Attorney
301 N Main #1600
Wichita KS 67202

(s) Mortgage Holder(s): None

(t) Interested Parties: None

DATE: July 12, 2011

CDM SUMMARY

COUNCIL DISTRICT # III

ADDRESS: 2200 E PAWNEE

LEGAL DESCRIPTION: LOT 1, BLOCK 1, ADCOCK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story commercial building about 20 x 30 feet in size. Vacant and open this structure has been badly damaged by fire. It has collapsed block walls and missing roof; fire damaged wood trim; and the interior has been destroyed by fire.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. Those which show thirty-three percent or more of damage or deterioration of the supporting members or fifty percent or more of damage or deterioration of the non-supporting enclosing or outside walls or covering.**
- C. Those, which have become or are so dilapidated, decayed, unsafe, unsanitary or which so utterly fail to provide the habitation, or are likely to cause sickness or disease, so as to work injury to the health, morals, safety or general welfare of those living therein.**
- D. Those having light, air, and sanitation facilities which are inadequate to protect the health, safety or general welfare of human beings who live or may live therein.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 1, BLOCK 1, ADCOCK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **2200 E PAWNEE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **26th day of July 2011**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **13th day of September 2011**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 1, BLOCK 1, ADCOCK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 2200 E PAWNEE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story commercial building about 20 x 30 feet in size. Vacant and open this structure has been badly damaged by fire. It has collapsed block walls and missing roof; fire damaged wood trim; and the interior has been destroyed by fire.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **26th day of July 2011**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk



**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Karen Sublett, City Clerk
FROM: Gary E. Rebenstorf, Director of Law
SUBJECT: Report on Claims for June 2011
DATE: July 13, 2011

The following claims were approved by the Law Department during the month of June 2011.

Black Hills Energy	\$1,126.00
Gonzalez, Ulises	\$1,470.00 **
Lee, Steve	\$1,892.93
Mastel, Edward	\$1,198.27
Moore, David	\$ 166.32
Smith, Shirley	\$ 816.33***
Tucker, Roger	\$ 322.96**

*City Manager Approval

** Settled for lesser amount than claimed

***Settled for more than amount claimed

cc: Robert Layton, City Manager
Kelly Carpenter, Director of Finance

**City of Wichita
City Council Meeting
July 26, 2011**

TO: Mayor and City Council Members

SUBJECT: General Obligation Refunding Bonds and Temporary Note Sale

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: The City is planning to offer for sale one series of General Obligation Refunding Bonds (Series 2011C) in an approximate amount of \$25,730,000, one series of General Obligation Refunding Bonds (Series 2011D) in an approximate amount of \$42,535,000 and one series of General Obligation Improvement and Renewal Temporary Notes (Series 248) in an approximate amount of \$160 million. The public sale of the bonds and notes is scheduled for 10:00 a.m. C.T. on August 16, 2011, at which time bids will be received and the City Council will award the sale of bonds and notes to the bidders whose proposed interest rates result in the lowest overall cost to the City.

City of Wichita Ordinance Nos. 45-972, 45-973, 46-225, 46-874, and 45-974 authorized the issuance of General Obligation Bonds: Series 776 dated February 1, 2004 in the principal amount of \$13,390,000; Series 777 dated February 1, 2004 in the principal amount of \$10,185,000; Series 778 dated August 1, 2004 in the principal amount of \$12,175,000; Series 785 dated February 1, 2006 in the principal amount of \$6,805,000; and Series 957 dated February 1, 2004 in the principal amount of \$4,980,000, respectively. All bonds still outstanding as of September 15, 2011, are eligible for redemption and payment prior to their respective maturities as set forth in each respective Bond Ordinance.

City of Wichita Ordinance Nos. 46-444, 46-621, 46-873, 47-069, and 46-445 authorized the issuance of General Obligation Bonds: Series 780 dated February 1, 2005 in the principal amount of \$19,020,000; Series 782 dated August 1, 2005 in the principal amount of \$13,810,000; Series 784 dated February 1, 2006 in the principal amount of \$19,300,000; Series 786 dated August 1, 2006 in the principal amount of \$10,575,000; and Series 958 dated February 1, 2005 in the principal amount of \$4,140,000, respectively.

On June 15, 2010, the City Council adopted rate increases for the Water Utilities and approved an option to proceed with the full Phase II Aquifer Storage Recovery (ASR) project based on the 30 MGD system. This option assumes a combination of general obligation and/or revenue bond financing for funding the remainder of the ASR project. A resolution was approved by the City Council on July 13, 2010 to establish the advisability of the ASR project and authorize the issuance of general obligation bonds under K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156. General Obligation Improvement Temporary Notes in the principal amount of \$140 million were issued on September 15, 2010 to provide interim financing for Phase II of the ASR project.

Analysis: State and federal law permits local governments to issue refunding bonds which replace previously issued and outstanding bonds. If the bonds being refunded are eligible to be called, they can be refunded with “current refunding” bonds, without limitation as to the number of times the original bonds have been refunded. If the bonds being refunded are not yet callable, they can only be refunded with “advance refunding” bonds. Tax-exempt bonds originally issued after the effective date of the 1986 Tax Reform Act can only be advance refunded once.

The Series 776, 777, 778, 785 and 957 Bonds have not been refunded previously and since these bonds are callable, the bonds qualify for a current refunding at this time. The Series 776, 778, 785 and 957 Bonds are callable at a price of 101% and the Series 777 Bonds are callable at this at time at par or 100% of the principal amount.

The Series 780, 782, and 958 Bonds are not callable until September 1, 2012 and the Series 784 and 786 Bonds are not callable until September 1, 2013, and, therefore, are eligible for advance (crossover) refunding. Proceeds of the Series 2011D Refunding Bonds will be used to refund the September 1, 2013 through 2020 maturities of the Series 780, 782, and 958 Bonds, as well as the September 1, 2014 through 2021 maturities of the 784 and 786 Bonds.

The refunding bonds are being used refund special assessment, general obligation and tax increment financing bonds in order to provide savings on interest expense to the City. Staff has investigated the savings potential from these refundings and has determined that significant savings in debt service costs can be obtained. Based on current market conditions, it is estimated that savings of approximately \$1.76 million in debt service costs may be recognized by the Debt Service Fund, with a present value of approximately \$1.76 million in connection with the current refunding of the Series 776, 777, 778, 785 and 957 Bonds.

It is also estimated that savings of approximately \$1.63 million in debt service costs can be realized by the Debt Service Fund, with a present value of approximately \$1.64 million on the advance refunding of the Series 780, 782, 784, 786 and 958 Bonds.

Due to the complexities of the current and advance refundings, it is in the best interest to the City to utilize a financial advisor. The financial advisor will aid in the structure, timing, marketing, terms and verification of savings from the refundings on the sale date. Staff proposes the use of a financial consultant, Springsted Incorporated, to assist in the required refunding analysis and bond structuring. Springsted is the financial advisor to Sedgwick County, selected through a competitive selection process.

A minimum of thirty days notice of the City’s intent to call the outstanding bonds prior to the stated maturities must be provided to all bond holders and Material Event Notices must be filed with the Electronic Municipal Market Access facility for municipal securities disclosure of the Municipal Securities Rulemaking Board.

Temporary Notes

The proceeds from the sale of the Series 248 Improvement Temporary Notes will be used to provide interim financing for improvements related to Phase II of the ASR project of Public Works & Utilities.

Financial Considerations: Beginning in 2001, the sale of bonds has been awarded based on the bid with the lowest true interest cost, or “TIC”. Using TIC to calculate the bids, accounts for the time value of money. The TIC is the rate that will discount all future cash payments so that the sum of the present value will equal the bond proceeds. Further, using the TIC calculation can potentially result in a municipality saving money because TIC does not ignore the timing of interest payments. Due to the shorter term, the awards for the sale of temporary notes are made to the bidder with the lowest net interest cost.

The Series 2011C Refunding Bonds will mature over the next eight years (2012-2019) with principal maturities structured to produce level and positive savings in all future years and will not be callable. The Series 2011D Refunding Bonds will mature over the next ten years (2012-2021) with principal maturities structured to produce level and positive savings in all future years. The Series 2011D Refunding Bonds will be callable beginning September 15, 2019.

The Series 240 Temporary Notes will mature on August 15, 2013 and may be called for redemption and payment prior to maturity on and after August 15, 2012. The temporary notes will be retired using the proceeds of permanent financing bonds, renewal notes and/or from current revenues of the City available for such purpose.

Goal Impact: This item impacts the Economic Vitality/Affordable Living and Internal Perspectives through the temporary and permanent financing of capital improvements and offering the City’s debt obligations through competitive sale. The sale of temporary notes allows short-term financing of improvements that shall be permanently financed through the subsequent issuance of bonds.

Legal Considerations: The Law Department has approved the Resolution authorizing the sale of the series of bonds and notes and directing the distribution of the Notices of Bond and Note Sale (prepared by the City’s Bond Counsel).

Recommendations/Actions: It is recommended the City Council authorize utilization of Springsted, Inc. as the financial advisor in accordance with the terms of the intergovernmental contract established through Sedgwick County and adopt the resolution: 1) authorizing the general obligation refunding bonds and general obligation improvement and renewal temporary note sales; 2) approving the distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel; 3) finding that such Preliminary Official Statement is in a form “deemed final” for the purpose of the Securities Exchange Commission’s Rule 15c2-12(b)(1), subject to revision, amendment and completion in the final Official Statement; 4) authorizing distribution of the Notice of Sale; and 5) authorizing City staff, in consultation with Bond Counsel to take such further action reasonably required to implement this Resolution.

Attachments: Resolution
Official Notice of Sale

RESOLUTION NO. 11-183

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE PUBLIC SALE OF GENERAL OBLIGATION REFUNDING BONDS AND GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. The following obligations (collectively, the “Obligations”) of the City of Wichita, Kansas (the “City”), shall be offered at competitive public sale on August 16, 2011, at 10:00 a.m., Central Daylight Saving Time, or at such other time and date approved by the Mayor that is the date of a City Council meeting:

Name of Obligation	Series	Approximate Principal Amount
General Obligation Refunding Bonds	2011C	\$25,730,000
General Obligation Refunding Bonds	2011D	\$42,535,000
General Obligation Renewal and Improvement Temporary Notes	248	\$160,000,000

Section 2. Bids for the purchase of each series of Obligations shall be accepted through the *PARITY* Electronic Bid Submission System until 10:00 a.m., Central Daylight Saving Time, and will at such time be read aloud and tabulated by City staff. The bids will be considered and each series of Obligations will be awarded to the respective best bidder by the Governing Body at their earliest convenience following the deadline for receipt of the bids on the date of sale.

Section 3. The City’s Bond Counsel, Kutak Rock LLP “Bond Counsel”), in conjunction with City staff, are authorized to prepare a notice of sale and preliminary official statement in connection with the offering of the Obligations (the “Notice of Sale and Preliminary Official Statement”) and appropriate officers of the City are authorized to provide the original purchaser of each series of Obligations with a certification to the effect that the City deems the information contained in the Preliminary Official Statement “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1) of the Securities Exchange Commission, and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable such original purchasers to comply with the requirement of such Rule.

Section 4. City staff is authorized and directed to give notice of the sale of the Obligations by making copies of the Notice of Sale and Preliminary Official Statement available to prospective purchasers of the Obligations.

Section 5. City staff, in consultation with Bond Counsel, is hereby authorized to take such further action reasonably required to implement this Resolution, including, but not limited to, providing notice of outstanding bonds being redeemed and paid prior to their maturity with the proceeds of the Obligations and selecting an escrow trustee and a CPA firm for escrow verification.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on July 26, 2011.

(Seal)

Carl Brewer, Mayor

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING
THE PUBLIC SALE OF GENERAL OBLIGATION REFUNDING BONDS
AND GENERAL OBLIGATION RENEWAL AND IMPROVEMENT
TEMPORARY NOTES.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS, AS FOLLOWS:

Section 1. The following obligations (collectively, the “Obligations”) of the City of Wichita, Kansas (the “City”), shall be offered at competitive public sale on August 16, 2011, at 10:00 a.m., Central Daylight Saving Time, or at such other time and date approved by the Mayor that is the date of a City Council meeting:

Name of Obligation	Series	Approximate Principal Amount
General Obligation Refunding Bonds	2011C	\$25,730,000
General Obligation Refunding Bonds	2011D	\$42,535,000
General Obligation Renewal and Improvement Temporary Notes	248	\$160,000,000

Section 2. Bids for the purchase of each series of Obligations shall be accepted through the *PARITY* Electronic Bid Submission System until 10:00 a.m., Central Daylight Saving Time, and will at such time be read aloud and tabulated by City staff. The bids will be considered and each series of Obligations will be awarded to the respective best bidder by the Governing Body at their earliest convenience following the deadline for receipt of the bids on the date of sale.

Section 3. The City’s Bond Counsel, Kutak Rock LLP “Bond Counsel”), in conjunction with City staff, are authorized to prepare a notice of sale and preliminary official statement in connection with the offering of the Obligations (the “Notice of Sale and Preliminary Official Statement”) and appropriate officers of the City are authorized to provide the original purchaser of each series of Obligations with a certification to the effect that the City deems the information contained in the Preliminary Official Statement “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1) of the Securities Exchange Commission, and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable such original purchasers to comply with the requirement of such Rule.

Section 4. City staff is authorized and directed to give notice of the sale of the Obligations by making copies of the Notice of Sale and Preliminary Official Statement available to prospective purchasers of the Obligations.

Section 5. City staff, in consultation with Bond Counsel, is hereby authorized to take such further action reasonably required to implement this Resolution, including, but not limited to, providing notice of outstanding bonds being redeemed and paid prior to their maturity with the proceeds of the Obligations and selecting an escrow trustee and a CPA firm for escrow verification.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on July 26, 2011.

(Seal)

Carl Brewer, Mayor

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council

SUBJECT: Abatement of Dangerous & Unsafe Structures (Districts I, III, IV and VI)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessments and ordinances.

Background: The Office of Central Inspection supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or board up and secure private property that is in violation of Housing and/or Building Code standards, after proper notification of the responsible party/parties. A private contractor or City staff performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the demolition and board up abatements in question, and the Office of Central Inspection is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Statements of Charges will be mailed to the property owners on August 5, 2011. The property owners have 30 days from date of statement to pay the assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at which the July 2011 bonds sold. The principal and interest will then be spread for one year and placed on the 2011 tax roll.

Goal Impact: This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods. Dangerous building condemnation actions, including demolitions and emergency property board-ups, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The assessments are in accordance with City Code 18.16.070, 18.16.080 and 18.16.090.

Recommendations/Actions: It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

Attachments: Property List – Special Assessments

<u>Tax Key #</u>	<u>PIN #</u>	<u>Location</u>		<u>Amount</u>	<u>District #</u>
A-18278	349488	5949 N Armstrong	demolition	\$10,526.00	VI
C-15958	161519	1427 N Broadview	gas services removal	\$355.25	I
D-12635	213845	1780 S Seneca	emergency board-up	\$158.88	IV
A-08102	108667	2704 N Wellington	emergency board-up	\$134.55	VI
D-09482	210661	456 N Baehr	emergency board-up	\$250.34	IV
D-02045-1	201054	724 W Dayton	emergency board-up	\$689.62	IV
D-08171	209067	1815 W 29 th St S	emergency board-up	\$175.35	IV
C-03188	139211	1110 N Grove	emergency board-up	\$200.68	I
C-21673	167066	3410 E Funston	emergency board-up	\$234.29	III
D-01913	200900	501 S Oak	emergency board-up	\$265.74	IV

____ Published in the Wichita Eagle on August 5, 2011

ORDINANCE NO. 49-054

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (**BUILDING CONDEMNATION-DEMOLITION**) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOT 33 EXC N 66 FT & ABAND. 66 FT AVI ROW VANVIEW ADD.	10,526.00
LOT 5 BLOCK W UNIVERSITY PARK ADD.	355.25

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2011** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **2nd day of August, 2011.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

Gary E. Rebenstorf, Director of Law

____ Published in the Wichita Eagle on August 5, 2011

ORDINANCE NO. 49-055

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING EMERGENCY BOARD-UP)** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOT 17 FULGROAT ADD.	158.88
LOTS 131-132 & W 12 1/2 FT LOT 133 NORTH LAWN ADD.	134.55
LOTS 23-24 BLOCK 5 ORCHARD PARK ADD.	250.34
LOTS 101-103 DAYTON AVE GLENDALE ADD.	689.62
LOT 1 BLOCK C GENE DOUGLAS MATLOCK ADD.	175.35
LOTS 9-11 BLOCK 6 ESTERBROOK PARK ADD.	200.68
RESERVE A & VAC ALLEY ADJ ON N & 1/2 VAC ALLEY ADJ ON E BLOCK 1 KRACK'S ADDITION	234.29
LOT 23 KAEISER'S ADD.	265.74

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2011** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **2nd day of August, 2011.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council

SUBJECT: City Buildings and Facilities – Americans with Disability Act compliance
(All Districts)

INITIATED BY: Department of Public Works & Utilities Department

AGENDA: Consent

Recommendation: Approve funding.

Background: Many of the City's buildings and facilities do not meet the requirements of the Americans with Disabilities Act (ADA) and are required by Federal Law to be brought into compliance. All new and remodel construction projects undertaken by the City meet or exceed all requirements of the ADA.

Analysis: The City has a transition plan which documents the buildings, facilities and programs that do not meet the requirements of ADA. This transition plan was prepared by a consultant hired by the City after it was sued for non-ADA compliance. The City has adopted this legally binding transition plan which establishes the facilities to be brought into ADA compliance in any given year up to 2017, when full compliance is planned to be accomplished. To date, the City has brought into compliance (or exceeded) all the provisions of the transition plan for the years 2007, 2008, 2009 and 2010.

Financial Considerations: Funding for the project is budgeted in the 2009 - 2018 Capital Improvement Program (CIP) at \$300,000 per year for 2009 through 2014 and at \$600,000 per year for 2015 through 2017 for a total of \$3,600,000.

Staff is requesting that \$600,000, which was approved in the CIP for 2011 and 2012 be authorized at this time.

Goal Impact: This project addresses the Efficient Infrastructure goal by maintaining and optimizing public facilities and assets as well as maintaining and improving citizen perception of public safety.

Legal Considerations: The Law Department has approved the amending resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the release of funds for the continued implementation of the transition plan, adopt the amending resolution and authorize the necessary signatures.

Attachments: CIP sheet and amending resolution.

CAPITAL IMPROVEMENT			
PROJECT AUTHORIZATION		USE	
		To Initiate Project	
		To Revise Project	<input checked="" type="checkbox"/>
CITY OF WICHITA		1. Prepare in triplicate 2. Send original & 2 copies to budget 3. City Manager to sign all copies 4. File original w/ initiating resolution in City Clerk 5. Return 2nd copy to initiating department 6. Send 3rd copy to Controller	
1. Initiating Department PUBLIC WORKS AND UTILITIES	2. Initiating Division ENGINEERING AND ARCHITECTURAL SERVICES	3. Date 2/8/2011	4. Project Description & Location CITY BUILDINGS AND FACILITIES ADA COMPLIANCE
5. CIP Project Number PB-350402	6. Accounting Number PROJ. 4435379 OCA #792109	7. CIP Project Date (Year) 2009 - 2018	8. Approved by WCC YES Date 2/2/2010
9. Estimated Start Date 2009	10. Estimated Completion Date 2017	11. Project Revised	
12. Project Cost Estimate		12A.	
ITEM	GO SA OTHER	TOTAL	Yes No
CONSTRUCTION	1,850,000.00	1,850,000.00	Flattening Required
Paving, grading & const.			Tot Split
Bridge & Culverts			Petition
Drainage			Ordered by WCC
Sanitary Sewer			X
Sidewalks			Remarks:
Water			
Other DESIGN	100,000.00	100,000.00	MANY EXISTING CITY BUILDINGS AND FACILITIES DO NOT MEET
Totals	1,950,000.00	1,950,000.00	THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA)
Total CIP Amount Budgeted	1,950,000.00	1,950,000.00	AND ARE REQUIRED BY FEDERAL LAW TO BE BROUGHT INTO
Total Prelim. Estimate			COMPLIANCE.
13. Recommendation: APPROVE THE PROJECT, ADOPT THE RESOLUTION, AUTHORIZE STAFF TO CONTINUE WITH DESIGN AND CONSTRUCTION,			
CONSULTANT(S) TO DESIGN THE BUILDINGS/FACILITIES MODIFICATIONS, AND CONTRACTOR(S) TO EXECUTE THEM, AND AUTHORIZE THE NECESSARY SIGNATURE			
Division Head	Department Head	Budget Officer	City Manager
Date	Date	Date	Date

First Published in the Wichita Eagle on July 29, 2011

RESOLUTION NO. 11-184

A RESOLUTION AMENDING RESOLUTION NO. 09-180 OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF CONDUCTING A SURVEY OF EXISTING CITY BUILDINGS AND FACILITIES TO DETERMINE WHAT MODIFICATIONS ARE REQUIRED TO BRING EACH SUCH BUILDING AND/OR FACILITY IN COMPLIANCE WITH THE CURRENT ADA ACCESSIBILITY GUIDELINES AND COMPLETE SAID MODIFICATIONS, AND AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1. Section 1 of Resolution No. 09-180 of the City of Wichita, Kansas is hereby amended to read as follows:

“SECTION 1: Section 1 of Resolution No. 09-116 of the City of Wichita, Kansas is hereby amended to read as follows:

The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of Wichita Charter Ordinance No. 156, to pay all or a portion of the cost of modifications and construction to bring City buildings and facilities into compliance with ADA guidelines. The costs of such repair shall be paid by the issuance of general obligation bonds as aforesaid in an amount not to exceed \$1,950,000, exclusive of the costs of interest on borrowed money.”

SECTION 2: Section 1 of Resolution No. 09-180 is hereby rescinded.

SECTION 3: This resolution shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED At Wichita, Kansas, this 26th day of July, 2011.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council

SUBJECT: Emergency Relocation of Water Line in conflict with Sanitary Sewer No. 23
Relocation Project (Districts I & III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the emergency pipeline relocation.

Background: On August 10, 2010, the City Council approved a contract with SJ Louis Construction Co., Inc. in the amount of \$7,690,500 to install approximately two miles of 48" sanitary sewer line along and under the I-135 Freeway to replace an aging line. By requirement of the Kansas Department of Health and Environment, the new line was designed to have a 10- foot clearance of any water lines along the route. An existing 12" water line was found to deviate from its plan record location and was within the excavation area for the 48" sewer line. The water line was shut down and approximately 250 feet of pipeline was relocated to provide the necessary clearance.

Analysis: Because the work was in the SJ Louis work zone, they had the necessary resources to complete the work in a timely manner.

Financial Considerations: The relocation cost was estimated to be \$29,000 at the time of the public exigency. Cost after work was completed totaled \$31,050. Funding is available in the existing project budget. The funding source is the Sanitary Sewer Utility.

Legal Considerations: City Ordinance 2.64.020, "Public Exigency", allows the City Manager to authorize work to be performed by a contractor without formal bidding.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by improving the City's Sanitary Sewer system.

Recommendations/Actions: It is recommended that the City Council affirm the City Manager's Public Exigency approval of the project.

Attachments: Memorandum.



Interoffice Memorandum

TO: Robert Layton, City Manager
FROM: Jim Armour, City Engineer-Co-Director of Public Works & Utilities
DATE: June 29, 2011
SUBJECT: Emergency Approval of Sanitary Sewer No. 23 Relocation

On August 10, 2010, the City Council approved a contract with SJ Louis Construction Inc., to install approximately 2 miles of 48" sanitary sewer line along and under I-235 to replace an existing aging line. By KDHE requirements, the new line was designed to have 10' clearance of any waterlines along the new route. Late Monday afternoon an existing 12" waterline was found to deviate from its plan record location and was within the excavation for the 20' deep sewer. The line was shut down and approximately 250 feet or more will need to be relocated to provide the necessary clearance. Work needs to proceed immediately. As the work is in the SJ Louis work zone, they have the necessary resources to complete the work in a timely manner.

Cost is estimated not to exceed \$29,000. Funding for the work is available in the existing project budget. The funding source is the Sewer Utility.

I request that you declare this a Public Exigency, which is defined under City Code, Section 2.64.020(s), as an instance when public exigency will not permit the delay incident to advertising, as determined and approved by the City Manager. An approval line has been provided if you concur with this request. A subsequent agenda item will be prepared to obtain Council acknowledgement of this declaration action.

Robert Layton, City Manager

City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing Amendment
Taxiway “H and H1” West Site Development
Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Amended Resolution.

Background: The Wichita Airport Authority (WAA) relies on the City of Wichita for the issuance of General Obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare that a public necessity exists for, and that the public safety, service, and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations, or in the form of General Obligation bonds for long term financing.

Resolution No. 11-086 was adopted on April 19, 2011, finding the existence of a public necessity for the Taxiway “H and H1” West Site Development project at an estimated cost of \$75,000.

Analysis: On July 26, 2011, the City Council, sitting as the WAA, is being asked to increase the budget of the Taxiway “H and H1” West Site Development project to provide for the construction of utilities, drainage improvements, pavements and landscaping to accommodate tenant development as well as construction phase services. It is appropriate to make notice of the intent to use debt financing for this project, with the specific financing amount and length being identified when the actual issuance of the bonds/notes are authorized in the future by the City Council.

Financial Considerations: The budget requested is \$650,000, which represents the maximum cost that will be financed with General Obligation bonds/notes. If debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

Goal Impact: The Airport’s contribution to the Economic Vitality of Wichita is leveraged through the use of financing for capital projects.

Legal Considerations: The Law Department has approved the Amended Resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the Amended Resolution and authorize the necessary signatures.

Attachments: Amended Resolution.

Published in the Wichita Eagle on July 29, 2011

RESOLUTION NO. 11-185

A RESOLUTION AMENDING RESOLUTION NO. 11-086, DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF LAND ACQUISITION AND/OR CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport; and,

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands; and,

WHEREAS, Resolution No. 11-086 of the City of Wichita, Kansas, adopted on April 19, 2011 and published on April 22 and April 29, 2011, found the existence of public necessity for **Taxiway "H and H1" West Site Development**, and approved the payment and financing of the same, at an estimated cost of \$75,000, exclusive of the cost in interest on borrowed money; and,

WHEREAS, it has now become necessary to amend Resolution No. 11-086 to expand the Project approved therein to add certain related facility improvements and professional services to the project.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That Section 2 of Resolution No. 11-086 is hereby amended to read as follows:

“SECTION 2. That the cost of the above described Project is estimated to be Six Hundred and Fifty Thousand Dollars (\$650,000), exclusive of the cost of interest on borrowed money, and is to be paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas. The maximum principal amount of bonds issued for this Project shall not exceed \$650,000.”

SECTION 2. That the original versions of Section 2 of Resolution No. 11-086, as the same previously existed, is hereby repealed and replaced with the amended version set forth herein.

SECTION 3. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, _____.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council Members

SUBJECT: Community Services Block Grant (CSBG) Discretionary Funds Application

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve submission of Federal Fiscal Year (FFY) 2011 CSBG Discretionary Funds Application in the amount of \$50,000 and authorize the necessary signatures.

Background: The CSBG Program is federally funded and targeted to meet the needs of low-income persons and communities. CSBG funds are administered at the state level by the Kansas Housing Resources Corporation (KHRC), and the largest share of these funds is awarded by formula to Community Action Programs (CAPs) throughout the state. The City of Wichita has been the CAP for Sedgwick County and received CSBG funding since the program was initiated as a part of President Johnson's "War on Poverty". The Career Development Office (CDO), a division of the Housing and Community Services Department, administers the CSBG Program locally.

In addition to the formula funds granted by the KHRC to the City of Wichita, the KHRC also makes available five percent of its federal award as CSBG Discretionary Funds, which is allocated through a competitive Request for Proposals (RFP) process. The CDO prepares the City's application for these Discretionary Funds and the City has been awarded a share of this funding for three of the past four years.

Analysis: The CDO has prepared a FFY 2011 CSBG Discretionary Funds Application to initiate a Youth Employment and Training Program (YETP). YETP is designed to extend CDO services to provide employment and case management services to youth, ages 16-17, who are in state custody, i.e., foster care, independent living or in the juvenile justice system. According to the 2010 Community Needs Assessment conducted by United Way of the Plains, Wichita, Kansas, community respondents rated the following as the top major concerns for Sedgwick County households/neighborhoods:

- Preparing young people for the workforce 40.9 percent
- Juvenile delinquency/gang prevention 37.8 percent

Through recent CDO networking opportunities and contacts in the community, juvenile justice and foster care program staff have shown interest in and expressed a need for the services provided by the Career Development Office. For many of the youth in state custody, employment/training is a part of their requirements to being released from custody.

If the City's YETP proposal is funded, referrals to YETP will be accepted from the Sedgwick County Juvenile Field Services, the Youthville Independent Living Program and the Children Home's Bridges Transitional Program. The CDO will then screen these referrals for CSBG program eligibility and enroll up to 25 eligible applicants into its CSBG Program.

Under YETP, participants will be provided specially designed youth employment services through the CDO's Success Through Achievement and Responsibility (STAR) Workshop, case management, job search, adult basic education/General Equivalency Diploma (ABE/GED) preparation services, employment through on-the-job training (OJT) opportunities, job retention activities, and access to supportive services.

Financial Considerations: The request is for a \$50,000 grant for which there is no match requirement. No general operating funds from the City's budget are obligated by this application.

Goal Impact: The Youth Employment and Training Program will Promote Economic Vitality and Affordable Living and Quality of Life goals.

Legal Considerations: As required by KHRC policy and federal law, the CSBG Review Committee considered the application and recommends submittal approval by the City Council. The Law Department has reviewed the application as to form.

Recommendation/Action: It is recommended that the City Council approve submission of the FFY 2011 CSBG Discretionary Funds Application in the amount of \$50,000 and authorize the necessary signatures.

Attachments: FFY 2011 CSBG Discretionary Funds Application summary

Youth Employment and Training Program (YETP) Summary

The City of Wichita Career Development Office (CDO) is submitting a proposal to use \$50,000 in Federal Fiscal Year (FFY) 2011 Community Services Block Grant (CSBG) Discretionary Funds to initiate a Youth Employment and Training Program in Sedgwick County. The program will carry out the intended use of CSBG funds by using a community-based approach to address the effects of poverty. The program will also address the priorities established for FFY 2011 discretionary funds by supporting an improvement in service delivery that moves individuals and families to greater levels of economic self-reliance.

According to the 2010 Community Needs Assessment conducted by the United Way of the Plains, preparing young people for the workforce is one of the top concerns within the local community. Assessments conducted by partner agency staff have also indicated the need for youth in state custody to obtain assistance to overcome barriers to transitioning into self-sufficient adults. Through recent CDO networking opportunities and contacts in the community, juvenile justice and foster care program staff have shown interest in and expressed a need for the services provided by the Career Development Office. For many of the youth in state custody, employment/training is a part of their requirements to being released from custody.

According to data from Sedgwick County Juvenile Field Services and Youthville, there are currently 229 youth (16 to 17 years of age) in the custody of the Juvenile Justice Authority in Sedgwick County and 1,026 youth (16-17 years of age) in foster care in Kansas (Child Welfare Outcomes; Adoption and Foster Care Analysis and Reporting System).

To assist in meeting the employment and training needs of youth in state custody, the CDO will collaborate with Sedgwick County Juvenile Field Services, the Youthville Independent Living Program, the Wichita Children's Home BRIDGES Transitional Program, and other local agencies who assist youth ages 16-17 to successfully transition out of state custody to become self-sufficient adults through education, training and employment opportunities. The YETP program will provide specially designed youth employment services to serve 25 youth ages 16-17 through the CDO's Success Through Accountability and Responsibility (STAR) workshop, case management, job search, adult basic education/General Equivalency Diploma (ABE/GED) preparation services, employment through on-the-job training (OJT) opportunities, job retention activities, and access to supportive services. CSBG Discretionary funds will be used for subsidized OJT and supportive services.

City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council

SUBJECT: HOME Program Funding Agreement Amendments (Districts I, III, IV, V, and VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the amendments to the funding agreements providing for re-allocated HOME funding and extension of project completion periods.

Background: On July 21, 2009, the City Council approved HOME Program Community Housing Development Organization (CHDO) set-aside funding agreements for Wichita Indochinese Center (WIC) in the amount of \$50,000, Mennonite Housing Rehabilitation Services, Inc. (MHRS), in the amount of \$118,105, Power CDC, in the amount of \$103,012, and Community Housing Services (CHS), in the amount of \$53,914.

Analysis: HOME funding provided under the subject agreements is to be used to construct single-family homes in the City's Local Investment Areas. Homes constructed under the funding agreements must be sold to income-eligible, owner-occupant homebuyers. WIC has completed construction of one home with the funding provided under its agreement, but has not sold the home at this point. Staff recommends approval of an amendment to the funding agreement to allow additional time for sale of the home, through December 31, 2011, and to provide for reimbursement of expenses related to maintenance and preservation as the home is marketed for sale, with the remaining funding.

CHS is no longer operating, and the funding allocated to the organization for the 2009 program year is unspent. This funding is designated as CHDO set-aside funding, and therefore, it can only be re-allocated to other viable CHDOs. Staff recommends re-allocation of a portion of this funding to MHRS, in the amount of \$30,134, and Power CDC, in the amount of \$23,780. The additional funding allocations are projected to be sufficient to allow each organization to construct one additional single-family home, with remaining funding available in the 2009 and/or subsequent funding agreements. The additional homes constructed by MHRS and Power CDC must be located within the City's Local Investment Areas, and must be sold to income-eligible, owner-occupant homebuyers. The amendments to the 2009 MHRS and Power CDC funding agreements also include a provision for extension of time, until June 20, 2012 to complete the projects.

Financial Considerations: The additional funding provided under the amended MHRS and Power CDC funding agreements is available from unspent HOME funding available from HOME funding previously allocated to a CHDO, which is no longer operating.

Goal Impact: The project funded under the subject HOME agreement will contribute to the goal of Economic Vitality and Affordable Living.

Legal Considerations: The Law Department has reviewed and approved the amendments to the funding agreements, and has approved them as to form.

Recommendations/Actions: It is recommended that the City Council approve the amendments to the funding agreements providing for re-allocated HOME funding and extension of project completion periods, and authorize the necessary signatures.

Attachments: Funding agreement amendments.

AMENDMENT TO GRANT AGREEMENT

Between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

A
PARTICIPATING JURISDICTION

And

Wichita Indochinese Center, Inc.

A
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)

HOME Investment Partnerships CHDO Set-Aside Project Funding

2007 CHDO Set-Aside Funding

City of Wichita
Housing and Community Services Department
332 N. Riverview
Wichita, KS 67203
Phone (316) 462-3700
Fax (316) 462-3719

This contract amendment is entered into July 26, 2011, and dated to be effective July 26, 2011, between the City of Wichita (hereinafter referred to as the CITY) and Wichita Indochinese Center, Inc. (WIC, a Community Housing Development Organization, hereinafter referred to individually as the "Developer").

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated to be effective July 21, 2009, and executed July 21, 2009, in the amount of \$50,000, in which the Developer agreed to undertake an affordable housing program concentrated in the City's Northeast Local Investment Area, as described in the City of Wichita's Consolidated Plan.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to begin July 21, 2009, and executed July 21, 2009, and subsequently amended December 28, 2010, and dated to be effective December 28, 2010, hereby agree, covenant, and contract with each other that, effective July 26, 2011, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments, modifications, and changes indicated below:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Agency is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the purpose of the assistance to be provided under this agreement is specifically authorized by Title 24 CFR Section 92.300; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The

construction phase of this contract shall be complete by December 31, 2011. (Expenses to be reimbursed under this agreement must be incurred prior to December 31, 2011.) This contract shall otherwise remain in force through the period of affordability, which will end on a date no later than 20 years following the date of completion of the final unit, as defined in 24 CFR 92.2, as applicable.

Wichita Indochinese Center, Inc.

Signature

Title of Officer

Date

CITY OF WICHITA

By _____

Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary E. Rebenstorf, City Attorney
and Director of Law of the
City of Wichita

Date

AMENDMENT TO GRANT AGREEMENT

Between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

**A
PARTICIPATING JURISDICTION**

And

Power CDC, Inc.

**A
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)**

HOME Investment Partnerships CHDO Set-Aside Project Funding

2009 CHDO Set-Aside Funding

City of Wichita
Housing and Community Services Department
332 N. Riverview
Wichita, KS 67203
Phone (316) 462-3700
Fax (316) 462-3719

This contract amendment is entered into July 26, 2011, and dated to be effective July 26, 2011, between the City of Wichita (hereinafter referred to as the CITY) and Power CDC, Inc. (Power CDC, a Community Housing Development Organization, hereinafter referred to individually as the "Developer").

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated to be effective July 21, 2009, and executed July 21, 2009, in the amount of \$103,012, in which the Developer agreed to undertake an affordable housing program concentrated in the City's Local Investment Area, as described in the City of Wichita's Consolidated Plan.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to begin July 21, 2009, and executed July 21, 2009 and the intent of this amendment, entered into July 26, 2011, and dated to be effective July 26, 2011, hereby agree, covenant, and contract with each other that, effective July 26, 2011, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments, modifications, and changes indicated below:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Agency is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the purpose of the assistance to be provided under this agreement is specifically authorized by Title 24 CFR Section 92.300; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The

construction phase of this contract shall be complete by June 30, 2012. (Expenses to be reimbursed under this agreement must be incurred prior to June 30, 2012.) This contract shall otherwise remain in force through the period of affordability, which will end on a date no later than 20 years following the date of completion of the final unit, as defined in 24 CFR 92.2, as applicable.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed \$126,926.00 as referenced in Exhibit B. Contract payments above \$126,926.00 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

Power CDC, Inc.

Signature

Title of Officer

Date

CITY OF WICHITA

By _____

Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary E. Rebenstorf, City Attorney
and Director of Law of the
City of Wichita

Date

Exhibit B

PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Power CDC, Inc., hereinafter referred to as the "City" and "Developer" (or Power CDC) respectively, that execution of this contract obligates the Developer to the following performance requirements.

The Developer, a Community Housing Development Organization (CHDO), is receiving this grant funding as CHDO Set-Aside Funding, under HOME regulations, as specified in 24 CFR 92.300.

In return for the \$126,926 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition of existing vacant homes or vacant lots located within the boundaries of any of the City's six Local Investment Areas. Existing structures acquired for redevelopment must be vacant and unoccupied for a period of at least 90 days, and must be demolished with a new single-family home to be constructed on each site. Vacant lots owned by the Developer are eligible for development with funding provided under this agreement, provided they are located within a local investment area. Vacant lots must also be re-developed with a new single family home on each site. A minimum of four new single-family homes are to be constructed/developed and sold to eligible owner-occupant homebuyers.

Housing constructed under this agreement must be re-sold to HOME-compliant owner-occupant buyers, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of the properties and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

The Developer represents and agrees that it will remain the owner of the properties until it reaches agreement with a prospective buyer(s) of the properties and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

- A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

24 CFR 92.352

- B. Prior to executing any contracts for sale of the assisted properties the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

- A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of 0% loans to complete projects as approved on a case-by-case basis by the Department of Housing and Community Services.

Developer shall obtain construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 50% or more of the appraised value of the home to be constructed.

III. Administration

The Power CDC President/C.E.O. will supervise operations and administration on a day-to-day basis. The Power CDC Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available to Power CDC for this project will be \$126,926.00, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.
- B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of \$126,926.00 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with each completed project. The developer fee will be pre-determined at the onset of the construction of each home, and will be paid upon the closing of the sale of each individual home. Proceeds from the sale of homes, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of development subsidy loans provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of completed homes. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee.)

\$126,926.00

TOTAL

\$126,926.00

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee.)

\$126,926.00

TOTAL

\$126,926.00

AMENDMENT TO GRANT AGREEMENT

Between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

A
PARTICIPATING JURISDICTION

And

Mennonite Housing Rehabilitation Services, Inc.

A
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)

HOME Investment Partnerships CHDO Set-Aside Project Funding

2009 CHDO Set-Aside Funding

City of Wichita
Housing and Community Services Department
332 N. Riverview
Wichita, KS 67203
Phone (316) 462-3700
Fax (316) 462-3719

This contract amendment is entered into July 26, 2011, and dated to be effective July 26, 2011, between the City of Wichita (hereinafter referred to as the CITY) and Mennonite Housing Rehabilitation Services, Inc. (MHRS, a Community Housing Development Organization, hereinafter referred to individually as the "Developer").

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated to be effective July 21, 2009, and executed July 21, 2009, in the amount of \$118,105, in which the Developer agreed to undertake an affordable housing program concentrated in the City's Local Investment Area, as described in the City of Wichita's Consolidated Plan.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to begin July 21, 2009, and executed July 21, 2009 and the intent of this amendment, entered into July 26, 2011, and dated to be effective July 26, 2011, hereby agree, covenant, and contract with each other that, effective July 26, 2011, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments, modifications, and changes indicated below:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Agency is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the purpose of the assistance to be provided under this agreement is specifically authorized by Title 24 CFR Section 92.300; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The

construction phase of this contract shall be complete by June 30, 2012. (Expenses to be reimbursed under this agreement must be incurred prior to June 30, 2012.) This contract shall otherwise remain in force through the period of affordability, which will end on a date no later than 20 years following the date of completion of the final unit, as defined in 24 CFR 92.2, as applicable.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed \$148,105.00 as referenced in Exhibit B. Contract payments above \$148,105.00 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

Mennonite Housing Rehabilitation Services, Inc.

Signature

Title of Officer

Date

CITY OF WICHITA

By _____

Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary E. Rebenstorf, City Attorney
and Director of Law of the
City of Wichita

Date

Exhibit B

PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Mennonite Housing Rehabilitation Services, Inc., hereinafter referred to as the "City" and "Developer" (or MHRS) respectively, that execution of this contract obligates the Developer to the following performance requirements.

The Developer, a Community Housing Development Organization (CHDO), is receiving this grant funding as CHDO Set-Aside Funding, under HOME regulations, as specified in 24 CFR 92.300.

In return for the \$148,105 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition of existing vacant homes or vacant lots located within the boundaries of any of the City's six Local Investment Areas. Existing structures acquired for redevelopment must be vacant and unoccupied for a period of at least 90 days, and must be demolished with a new single-family home to be constructed on each site. Vacant lots owned by the Developer are eligible for development with funding provided under this agreement, provided they are located within a local investment area. Vacant lots must also be re-developed with a new single family home on each site. A minimum of four new single-family homes are to be constructed/developed and sold to eligible owner-occupant homebuyers.

Housing constructed under this agreement must be re-sold to HOME-compliant owner-occupant buyers, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of the properties and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

The Developer represents and agrees that it will remain the owner of the properties until it reaches agreement with a prospective buyer(s) of the properties and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

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- A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

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24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

24 CFR 92.352

- B. Prior to executing any contracts for sale of the assisted properties the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

- A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of 0% loans to complete projects as approved on a case-by-case basis by the Department of Housing and Community Services.

Developer shall obtain construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 50% or more of the appraised value of the home to be constructed.

III. Administration

The MHRS President/C.E.O. will supervise operations and administration on a day-to-day basis. The MHRS Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available to MHRS for this project will be \$148,105.00, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.
- B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of \$148,105.00 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with each completed project. The developer fee will be pre-determined at the onset of the construction of each home, and will be paid upon the closing of the sale of each individual home. Proceeds from the sale of homes, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of development subsidy loans provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of completed homes. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee.)

\$148,105.00

TOTAL

\$148,105.00

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee.)

\$148,105.00

TOTAL

\$148,105.00

**City of Wichita
City Council Meeting
July 26, 2011**

TO: Mayor and City Council

SUBJECT: Homelessness Prevention and Rapid Re-Housing Contract Approval

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the contract and authorize the necessary signatures.

Background: Wichita is recognized as an “entitlement” city by the U.S. Department of Housing and Urban Development (HUD). Because of this status, Wichita received a direct allocation of funds in the amount of \$1,168,490 from the American Recovery and Reinvestment Act of 2009 (ARRA) for the Homelessness Prevention and Rapid Re-Housing Program (HPRP).

On July 21, 2009, the City Council approved a contract with United Way of the Plains in the amount of \$116,849, for Data Collection and Evaluation of the HPRP. On September 15, 2009, the City Council approved contracts with United Way of the Plains and Catholic Charities for \$422, 177 each, to administer the Homelessness Prevention and Rapid Re-Housing components of the HPRP, respectively.

Analysis: The original Council approvals included the option of transferring funds among the eligible areas if the expense history was different from the initial allocation amounts. The expense history does reflect a need to make those transfers. There is a higher rate of expenditures for Homelessness Prevention than Rapid Re-Housing. This is the basis for recommending that the funds be combined. The combination will allow expenditures for any of the three eligible uses (data collection, homelessness prevention and rapid re-housing). All uses are eligible activities and this action will ensure that all funds are expended according to the community’s needs and by the July 22, 2012 program end date.

The remaining balance in each contract is \$3,496.97 for United Way Data Collection and Evaluation, \$60,998.17 for United Way Homelessness Prevention, and \$187,901.24 for Catholic Charities Rapid Re-Housing. This action will authorize one contract for the total remaining balance of \$252,396.38.

Financial Considerations: All funds associated with this contract are federal. No City general funds are impacted by the contract amendment.

Goal Impact: Services provided by this activity support the Dynamic Core Area and Vibrant Neighborhoods, Economic Vitality and Affordable Living and Quality of Life goals.

Legal Considerations: The contract has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the contract amendment and authorize the necessary signatures.

Attachments: Contract.

CONTRACT AGREEMENT

between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

and

CATHOLIC CHARITIES, INC.

and

UNITED WAY OF THE PLAINS, INC.

For

**Homelessness Prevention, Rapid Re-Housing,
and Data Collection and Evaluation**

for the

Homelessness Prevention and Rapid Re-Housing Program

June 1, 2011 – July 22, 2012

Housing and Community Services Department
Community Investments Division
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3722
Fax (316) 462-3719

AGREEMENT PART A

THIS CONTRACT (hereinafter the “Agreement”) entered into this 26th day of July, 2011 by and between the City of Wichita, Kansas (hereinafter the “City”) and Catholic Charities, Inc. (hereinafter “Catholic Charities”), located at 532 N. Broadway, Wichita, KS 67202 and United Way of the Plains, Inc. (hereinafter “the United Way”) located at 245 N. Water, Wichita, KS 67202 (hereinafter collectively the “Non-profit subgrantees”).

WITNESSETH THAT:

WHEREAS, funding to be made available by the City under this Agreement has been approved by the United States Congress and grant allocations made by the U.S. Department of Housing and Urban Development.

WHEREAS, the City of Wichita has entered into a funding Agreement with the United States of America for the Department of Housing and Urban Development (hereinafter referred to as HUD) for the execution of projects and activities under Title XII of Division A of the American Recovery and Reinvestment Act of 2009, and

WHEREAS, the City has entered into a contract with the United States of America for the implementation of a program of local assistance for the City of Wichita for implementation of the Homelessness Prevention and Rapid Re-Housing Program; and

WHEREAS, the cooperation of the City and the Non-profit subgrantee is essential for the successful implementation of Homelessness Prevention and Rapid Re-Housing Program (HPRP);

WHEREAS, the department of Housing and Community Services is authorized to act on behalf of the City in implementing this Agreement; and

WHEREAS, on May 12, 2009 the Wichita City Council approved the substantial amendment to the Consolidated Plan to implement the HPRP; and

WHEREAS, on October 13, 2009 the Wichita City Council approved the contract amendments between the City and Catholic Charities, and the United Way;

NOW, THEREFORE, the parties hereto do mutually agree that this Agreement is entered into predicated upon the following terms and/or conditions, all and every one of which the parties hereto agree to observe and perform:

1. SCOPE OF SERVICES

1. Scope of Services: Catholic Charities (Non-profit subgrantee) will operate a Rapid Re-Housing program which meets the expectations of the funding source, the Homelessness Prevention and Rapid Re-Housing Program. Catholic Charities will assist those who are homeless, who have no appropriate subsequent housing options and who lack the financial resources and support networks need to obtain immediate housing. Funds will be prioritized to serve households that are in most need of temporary assistance and are most likely to achieve stable housing outside of grant support within three months, or as warranted up to 18 months.

The United Way (Non-profit subgrantee) will operate a Homeless Prevention Network which meets the expectations of the funding source, the Homelessness Prevention and Rapid Re-Housing Program. The United Way will assist those who are at risk of becoming homeless and who would be homeless but for the program, to obtain and maintain housing. United Way will seek partners to create a network of service providers who can assist in identifying clients and assisting them to find resources necessary to maintain their housing. By centralizing the intake process United Way will create a uniform process for targeting assistance that assesses the risk of homelessness, assesses strengths and barriers to stable, permanent housing and coordinates service provision and financial assistance.

The United Way will collect and evaluate data from providers of homelessness prevention and rapid re-housing services, enter or ensure that all HPRP data received from sub-grantees is entered into the Homeless Management Information System (HMIS), prepare required quarterly reports, and submit reports to the City of Wichita by the 5th calendar day of the month following the end of the quarter. The required data elements that will be collected in the HMIS for HPRP are included in the 2009 revised HMIS Data and Technical Standards.

2. Revision of Scope: The City may revise the approved objectives, accomplishments, and budget items in Attachments E, F and G when necessary. The Non-profit subgrantees may request a budget revision at any time. However, prior to any purchases under the new budget, the City must approve the revision in writing. Approval may be in the form of a letter, a fax, or an email.

2. COMMENCEMENT AND COMPLETION

1. Time of Performance: The services of the Non-profit subgrantees are to commence as soon as practicable on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract through a period of 34 months ending no later than July 22, 2012, unless an extension has been approved by the City by that date OR unless the Agreement is terminated earlier in accordance with other provisions herein.

3. COMPENSATION AND USE OF FUNDS

Regulation for Use of Funds: The use of funds received pursuant to this Agreement shall be in accordance with the requirements of the American Recovery and Reinvestment Act of 2009, other regulations governing the use of contract funds, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. ***It is the Non-profit subgrantee's responsibility to read, understand, and comply with these regulations and to timely provide any information necessary to enable the City to comply with its own reporting obligation.***

1. Uniform Grant Administrative Requirements and Cost Principles: During the administration of this contract, the Non-profit subgrantees shall comply with, and adhere to:
 - a. Office of Management and Budget (OMB) Circular No. A-110, Uniform Administrative Requirements of Grants and Other Agreements with Institution of Higher Education, Hospitals and Other Nonprofit Organizations; and
 - b. OMB Circular No. A-122, Cost Principles for Nonprofit Organizations; and
 - c. 24 CFR 85.44
2. Total Payments: Total amount of funds provided by the City to the Non-profit subgrantees under this Agreement shall not exceed \$252,396.38. At the sole discretion of the City, any funds deemed to be in excess of the need to comply with the scope of services, will be de-obligated from this Agreement and made available for other eligible program costs, as determined appropriate by the City. Pursuant to the Grant Agreement between the City and HUD, the City shall also have the discretion to increase the amount of funds at a time in the future and as dictated by program needs.
3. Reimbursement Requests: This is a cost-reimbursement Agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in Attachment E and for which the Non-profit subgrantee has made payment during the period of performance set forth in Section 2.1 above. The City agrees to reimburse the Non-profit subgrantees for such costs, and payment shall be made upon receipt of a request for reimbursement from the Non-profit subgrantee specifying the services performed or expenses incurred. The Non-profit subgrantee must use the reimbursement request form provided by the City (Attachment F). All requests for reimbursement must be accompanied by documentation of payment for eligible expenses (i.e., invoices, receipts, bills from vendors, copies of checks, time sheets, etc.) and other supporting documentation such as reports submitted.
4. Double Reimbursement: The Non-profit subgrantees shall not claim reimbursement from the City under this Agreement for any portion of its obligations that has been paid by another source of revenue.
5. Restriction on Disbursements: No entitlement funds shall be disbursed to a Non-profit subgrantee or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this Agreement. Disbursements may be suspended or terminated under this Agreement upon refusal to accept any additional conditions that may be imposed by the City at any time or if the entitlement funds to the City of Wichita under the Federal Act(s) are suspended or terminated.
6. Withholding Payments: All payments to the Non-profit subgrantees are subject to the Non-profit subgrantee's compliance with this Agreement. A breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.
7. Closeout Reimbursement: Closeout billings are to be submitted 10 working days after termination of the contract, or as further defined by HUD. If not submitted, the unexpended funds shall revert to the City of Wichita.
8. Program Income: This Agreement will not generate Program Income.

4. USE AND DISPOSITION OF PROPERTY

1. Property Disposition: It is not expected that the Non-profit subgrantees will make purchases of property or services related to the implementation of this Agreement. Should such purchases be made, they will remain the property of the Non-profit subgrantees until such time as they are no longer needed. At such time, the Non-profit subgrantees will inquire of the City as to the appropriate disposition of such property.
2. Disposition of Real Property: It is not anticipated that this Agreement will require the purchase of real property.

5. ASSIGNMENTS

1. Assignability: Neither the City nor the Non-profit subgrantees shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.
2. Subcontracting/Third Party Contracts: The very nature of certain project activities requires subcontracting. Third parties may be procured for a variety of services, including but not limited to demolition, construction, and renovation; legal services; and engineering services. The Non-profit subgrantee agrees to furnish the City with a copy of each third party contract that it executes in the performance of the work to be undertaken within the scope of this Agreement. Furthermore, the Non-profit subgrantees must incorporate in any and all such contracts provisions which will obligate each of its subcontractors or partners to comply with all federal laws and regulations applicable to this program. Any third party contract that is not in accordance with the outlined budget in this Agreement shall be subject to the advance, written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Non-profit subgrantee.

The Non-profit subgrantees agree to incorporate or cause to be incorporated in all third party contracts or subcontracts funded under the HPRP, provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement, and the Non-profit subgrantee agrees to require and monitor compliance by all contractors, subcontractors, and other third parties.

6. AUDITS AND INSPECTIONS

Audits and Inspections: The Non-profit subgrantees must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Controller of the City of Wichita. Non-profit subgrantee personnel will make available to City staff and any other auditor authorized by the City, all accounting records needed to conduct an evaluation of the accounting system and accounting records. If any portion of the funds approved by this contract is subcontracted to other organizations for the delivery of objectives and criteria, the Non-profit subgrantee will ensure that the fiscal and performance records of the subcontractor will be available for inspection by Comptroller Office personnel or duly authorized auditors, by including appropriate clauses in all of its subcontracts.

The Non-profit subgrantees shall comply as applicable with the provisions of OMB Circular No. A-133, Audits of Institutions of Higher Education and Other Nonprofit Organizations. A single or program-specific audit is required if \$500,000 or more in Federal awards are expended during the fiscal year.

A Non-profit subgrantee receiving less than \$500,000 in Federal funding shall not be required by the City to undergo an annual independent audit of its expenditures under this Agreement. Furthermore, no expenditures with respect to any such audit undertaken by the Non-profit subgrantee of its own initiative shall be chargeable to the funds under this Agreement. All audit reports are due on or before one year after the close of the program year. Before the due date, the Non-profit subgrantee should submit to the City (a) an audit report or (b) a letter giving the reason for non-compliance with the due date and requesting an extension of time with a specific date the report will be submitted. In event of the latter, the City will respond in writing to the Non-profit subgrantee to approve or disapprove the request.

7. NON-PROFIT SUBGRANTEE RESPONSIBILITIES

1. Compliance with Laws: All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments. Further, the Non-profit subgrantees agrees to perform services pursuant to the provisions of this contract and Federal and City regulations, rules and policies and special assurances included therein.
2. Non-Municipal Personnel and Services: All services required herein will be performed by the Non-profit subgrantee under the direction of its Board of Directors or other governing body. Any services outside the budget line items or the Scope of Services, which the Non-profit subgrantee deems necessary to assign to a subcontractor, must first have written approval from the City unless otherwise specified in this document.

8. DOCUMENTATION AND RECORD KEEPING

1. Establishment and Maintenance of Records: The Non-profit subgrantees shall establish and maintain records as prescribed by HUD and/or the City, with respect to all matters covered by this contract.
2. Record Requirements: The Non-profit subgrantees shall maintain all records required by the American Recovery and Reinvestment Act of 2009. The City will advise of specific record format details as they become available.
3. Retention: The Non-profit subgrantee shall retain all records of all project expenses, activities, correspondence, records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by HUD in accordance with the American Recovery and Reinvestment Act of 2009.
4. Documentation of Costs: All costs shall be supported by properly executed documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

Inventory Management: The Non-profit subgrantees must submit an annual statement identifying the status of all equipment and non-real property items purchased under this Agreement by the termination date or by a mutually agreed upon alternate date. The status report should inventory all equipment and non-real properties purchased under this Agreement and state the condition of the equipment and its location.

9. PROGRAM EVALUATION

1. Performance Measures: During the Grant Agreement period, the Non-profit subgrantees agree to work diligently towards the objectives and projected accomplishments as agreed upon, and to assist the City in demonstrating compliance with expectations of the HPRP homeless prevention, rapid re-housing, and data collection and evaluation guidelines. If it is determined that any of the expectations cannot be achieved within the identified timeframe, a request for an extension must be submitted to the City for consideration. However, in no instance may homeless prevention, rapid re-housing, and data collection and evaluation activities reflect expenditures incurred after July 22, 2012. Such a request must identify the reasons for the extension and must be accompanied by a proposed project timeline that can reasonably be accomplished. Failure to meet the objectives in PART B will represent grounds for imposition of sanctions as found in Section 11.2.
2. Reporting: The Non-profit subgrantees shall be required to submit monthly performance and financial reports as specified in Attachments C and D no later than the 15th business day of the month (unless otherwise specified), as well as other information and data required by the City to respond to current HUD regulations. Performance and financial reports must be received before the City can process reimbursements. As stated in Section 11.2, sanctions will be imposed upon the Non-profit subgrantee for failure to satisfy report due dates.

Performance Reports: The Non-profit subgrantee agrees to submit program activity and progress reports to the City on a monthly basis, and other reports as may be required or requested by the City or HUD. Performance Reports will include, as applicable, at a minimum:

- a. The City's Performance Report form provided as Attachment C;
 - b. A description of any anticipated problems or obstacles, and a plan for how those future obstacles will be addressed;
 - c. A description of how objectives specified for achievement by that date have been met, OR a description of obstacles that have prevented those objectives from being met, how those obstacles are being addressed, and a new anticipated date of completion for those objectives;
 - d. Other supportive information or documentation, as applicable; and
 - e. Any other reports or documentation as requested by the City or HUD.
3. Final Performance Reports: Final performance/project reports will include the above-listed components and any other pertinent material requested by the City or HUD. This final report will be due no later than July 22, 2012 or the date of final reimbursement, whichever is soonest.
 4. Client Data: The Non-profit subgrantee agrees to maintain client data according to the Homeless Management Information System requirements and the specific requirements of the HPRP as specified in the Program Notice and any subsequent notices.

10. PROGRAM MONITORING

1. General: City staff will evaluate progress based on the objectives, criteria, work schedule and budget in PART B, to determine if it is consistent with the initial purpose of the project. All data necessary to review and monitor program progress as determined by the City will be made available to City

personnel. This includes, but is not limited to, performance records and interviews with Non-profit subgrantee staff as required by the City.

2. Financial Monitoring: City staff shall monitor, review, and evaluate the financial procedures of the Non-profit subgrantee through documents submitted to the City and/or on-site monitoring. The Non-profit subgrantee shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. The City will provide notice to the Non-profit subgrantees prior to on-site monitoring visits.
3. Other Funding: If the attached Budget Detail, Attachment B shows that funding for this program is to be provided from other sources, the receipt and expenditure of such funds must be adhered to as specified and is subject to review. All accounting records necessary to complete a review of other funding sources must be made available. Any change in the attached budget that affects funding from sources other than the City must have prior written authorization from the City.
4. Programmatic Monitoring: City staff shall monitor, review, and evaluate the Non-profit subgrantee's adherence to the expectations in this Agreement. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.

The Non-profit subgrantees shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

5. Projects Involving Construction or Renovation: This Agreement will not involve construction or renovation.
6. Monitoring Letters and Reports: Written reports of the City's monitoring findings will be provided to the Non-profit subgrantees within 30 days of an official monitoring visit. Such reports will note outstanding performance as well as findings or concerns and recommendations for improvement.
7. Non-profit subgrantee Response: The Non-profit subgrantees shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

11. TERMINATION, SANCTIONS AND CLOSEOUTS

1. Termination: In the event that a Non-profit subgrantee fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action or may terminate this Agreement in accordance with applicable federal regulations.

In the event of termination of this Agreement by the City due to Non-profit subgrantee noncompliance as set forth above, the Non-profit subgrantee shall refund to the City all unexpended monies provided under the Agreement. At the City's discretion, the Non-profit subgrantee may also

be required to refund all funds awarded during the period of this Agreement that have already been spent by the Non-profit subgrantee and reimbursed by the City.

Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

- a. Reasonable description of the default/reason for termination;
- b. Demand for a cure; and
- c. Statement of reasonable time within which a cure must be affected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If a Non-profit subgrantee cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

2. **Imposition of Sanctions:** The City reserves the right to impose sanctions on the Non-profit subgrantee for the violation of any of the terms of this Agreement, failure to comply with any terms in this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Non-profit subgrantee to return funds already received, or barring the Non-profit subgrantee from future funding. No sanction may be imposed pursuant to this paragraph unless the (1) City provides the Non-profit subgrantee written notice of the alleged violation of a term of this Agreement or alleged failure to comply with any term of this Agreement which (a) provides a reasonable description of the alleged default or reason for proposed imposition of sanction; (b) demands a cure; and (c) provides a reasonable period of time within which a cure must be affected which is not less than five, nor more than fifteen, business days measured from the actual receipt of said notice; and (2) the Non-profit subgrantee fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.
3. **Closeout:** The Non-profit subgrantee's obligation to the City shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, submitting a final reimbursement request and final activity/progress report to the City, disposing of program assets (including the return of all equipment, program income balances, and receivable accounts to the City), and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Non-profit subgrantee.

12. LAWS, REGULATIONS AND SPECIAL CONDITIONS

The information in this section is included for the convenience of the Non-profit subgrantee and to inform the Non-profit subgrantee of the specific statutory and regulatory requirements to which the acceptance of funds makes them subject. ***For the actual regulatory or statutory requirements, the Non-profit subgrantee should consult the actual laws, regulations, and documents referenced in this Article.*** In addition to the other requirements set forth herein, the Non-profit subgrantee shall likewise comply with the applicable provisions of Section VII of the "Notice", entitled Other Federal

Requirements. All of the referenced regulations are available online, and upon request, the City may provide these materials to the Non-profit subgrantee.

1. Section 3 – Employment Opportunities for Area Residents: The Non-profit subgrantees and any authorized subcontractor shall be subject to all applicable provisions of the Housing and Community Development Act of 1974 (42 U.S.C. 5301), as amended, including but not limited to Executive Order 11246 and Section 3 of the Housing and Community Development Act of 1974, “Employment Opportunities for Business and Lower Income Persons in connection with Assisted Projects” (HUD 24 CFR 135). These require that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to businesses that are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the Contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Non-profit subgrantee utilizes the bidding procedure to obtain bids, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 and the clause shall be inserted as a component part of any contract or subcontract.
2. Environmental Review: Under 24 CFR 50.19(c)(1), activities funded under the HPRP Notice is categorically excluded from environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321). Moreover, consistent with the provisions for administrative and management expenses, tenant-based rental assistance, and supportive in 24 CFR 50.19(b)(3), (11), and (12), the eligible activities to be assisted under the HPRP Notice are categorically excluded from the requirements of the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and are not subject to environmental review under the related laws and authorities.
3. Section 504 – Persons with Disabilities: The Non-profit subgrantees, in the implementation of projects funded by this Agreement and in all of its other operations, will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of the Non-profit subgrantee.
4. Discrimination Prohibited: No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. For purposes of this section, “program or activity” is defined as any function conducted by an identifiable administrative unit of the Non-profit subgrantee receiving funds pursuant to this contract.

The Non-profit subgrantees further agree to implement and comply with the “Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements” as provided in Attachment B.

5. Nepotism: No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Non-profit subgrantee or is employed in an administrative capacity by the Non-profit subgrantee. For the purposes of this section, “immediate family” includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild; “administrative capacity” includes those who have selection, hiring, supervisory or operational responsibility for the program.
6. Conflict of Interest: The Non-profit subgrantee hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, In accordance with 24 CFR 570.611, no member, officer, or employee of the Non-profit subgrantee who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.
7. Political Activity Prohibited:
 - a. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity.
 - b. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.
8. Lobbying Prohibited: None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas. The Non-profit subgrantee shall assure compliance with the regulations at 24 CFR Part 87 by submitting, and requiring all applicable subcontractors to submit, a certification of compliance with this provision.

The Non-profit subgrantee certifies to the best of its knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Non-profit subgrantee to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Non-profit

subgrantee will complete and submit Standard Form LLL., “Disclosure Form to Report Lobbying,” in accordance with its instruction.

9. Drug-Free Workplace: The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD’s implementing regulations at 24 CFR part 21 apply to HPRP.
10. Religious Organizations: The HPRP notice allows religious organizations to participate in projects funded with Federal resources, and prohibits discrimination against an organization on the basis of the organization’s religious character or affiliation.

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13. MISCELLANEOUS CLAUSES AND NOTICES

1. Findings Confidential: Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Non-profit subgrantee under this Agreement are confidential. The Non-profit subgrantee agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.
2. Dissemination of Information: The Non-profit subgrantee, at such times and in such forms as HUD and/or the City may require, shall furnish to HUD and/or the City, such statements, records, reports, data and information as HUD and/or the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Non-profit subgrantee under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in K.S.A. 45-201 et. Seq.
3. Identification of Documents and Projects: All projects, reports, maps, news releases and/or other documents undertaken as part of this contract, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Wichita", then name of the Non-profit subgrantee, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: "The (preparation/funding) of this project, report, map, document, etc., was financed (in whole or in part) through a grant from the U.S. Department of Housing and Urban Development and the City of Wichita.
4. Training Required: It shall be the responsibility of the Non-profit subgrantee to participate in all appropriate training conducted by the department of Housing and Community Services or approved by the City of Wichita. The City shall provide timely notice of all training.
5. Copyrights: If this contract results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to HUD regulations. HUD and the City reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.
6. Patents: Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to HUD and the City for determination by HUD and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to HUD regulations.
7. Anti-Trust Litigation: For good cause, and as consideration for executing this contract, the Non-profit subgrantee, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Non-profit subgrantee pursuant to this contract.

14. ATTACHMENTS

All attachments referenced in this Agreement, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Attachment A – Revised Non-Discrimination and Equal Employment Opportunity Statement

Attachment B – Budget Detail

Attachment B – Request for Reimbursement/Cost Control Statement

Attachment D – Performance Data

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16. AUTHORIZATION TO ENTER INTO CONTRACT

The undersigned person signing as an officer on behalf of the Non-profit subgrantee, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Non-profit subgrantee and to bind the Non-profit subgrantee to this Agreement, and further that said Non-profit subgrantee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

NON-PROFIT SUBGRANTEE

Cynthia N. Colbert, Executive Director
Catholic Charities, Inc.

Patrick Hanrahan, President
United Way of the Plains

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
City of Wichita

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, Non-profit subgrantee, vendor or supplier of the City, by whatever term identified herein, shall comply with the following
Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, Non-profit subgrantee, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor, Non-profit subgrantee or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection

for training, including apprenticeship. The vendor, supplier, contractor, Non-profit subgrantee or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor, Non-profit subgrantee or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor, Non-profit subgrantee or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor, Non-profit subgrantee or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor, Non-profit subgrantee or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Nondiscrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor, Non-profit subgrantee or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor, Non-profit subgrantee or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier;
5. If the contractor/Non-profit subgrantee fails to comply with the manner in which the contractor/Non-profit subgrantee reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Non-profit subgrantees, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors, Non-profit subgrantees or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

PART B

PROGRAM NAME: RAPID RE-HOUSING PROGRAM

NON-PROFIT SUBGRANTEE INFORMATION

NAME: Catholic Charities, Inc.

CONTACT PERSON(S): Martha McCabe

ADDRESS: 532 North Broadway (67214)

PHONE: (316) 264-8344

FAX: (316) 264-4442

EMAIL: mmccabe@catholiccharitieswichita.org

CONTRACT PERIOD: June 1 2011 – July 22, 2012

FUNDING SOURCE(S): Homelessness Prevention and Rapid Re-Housing Program

HUD OUTCOME PERFORMANCE MEASUREMENTS

Program Description: Catholic Charities will operate a Rapid Re-Housing program which meets the expectations of the funding source, the Homelessness Prevention and Rapid Re-Housing Program. Catholic Charities will assist those who are homeless, who have no appropriate subsequent housing options and who lack the financial resources and support networks need to obtain immediate housing. Funds will be prioritized to serve households that are in most need of temporary assistance and are most likely to achieve stable housing outside of grant support within three months, or as warranted up to 18 months.

Program Content: Catholic Charities shall provide such information as is required for reporting on activity associated with the Homelessness Prevention and Rapid-Re-Housing Program.

Goal: Reduce the number of families who are at risk of becoming homeless

Objectives:

1. Persons who are at risk of becoming homeless are screened for assistance.
2. Central point of intake is established for at-risk families.
3. Service provider network is established to assist at-risk families.

Outcome Measurements

1. 200 persons receive Homeless Prevention assistance.
2. 170 persons remain stabilized after a maximum of 18 months of assistance.

Program Administration: The Catholic Charities contact person will supervise operations and administration on a day-to-day basis.

Procurement Methods: Catholic Charities shall use its own procurement practices which comply with applicable state and local laws, rules and regulations so long as those practices do not unduly limit bidding competition. Additionally, procurement made with federal grant funds shall adhere to the standards set forth in 24 CFR part 84 which implements OMB Circular A-110.

1. Maintaining a code or standard of conduct governing the performance of Catholic Charities officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.
2. Advertising of procurement transactions as appropriate without regard to a dollar value in a manner allowing maximum free and open competition. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchase procedures defined in A-110.
3. Invitations for bids shall be based on specifications developed by the Non-profit subgrantee. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.
4. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
5. Catholic Charities agrees to purchase services, goods and materials on an “as needed basis” and at the “lowest price obtainable”.
6. Catholic Charities will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

Funding: It is mutually agreed by and between the City and Catholic Charities that for reimbursement of eligible and necessary expenses up to the amount of funds available, the Non-profit subgrantee will provide rapid re-housing services for the Homelessness Prevention and Rapid Re-Housing Program. Said funds will be used as set forth in the sections entitled Budget and Method of Payment. Any costs in excess of the available funding are the responsibility of the Non-profit subgrantee, until and unless this Agreement is modified and funding is increased.

Budget: Funding under this agreement shall be originally budgeted as detailed in Attachment B. Adjustments to budget line items and categories may be made with agreement by both parties to this Agreement.

Method of Payment: Catholic Charities agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HUD’s requirements for the Homelessness Prevention and Rapid Re-Housing Program.

1. The City and Catholic Charities also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$25,000, other than those within the scope of this agreement must be approved by the City Council.

2. Catholic Charities will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this Agreement will be retained in Catholic Charities files for three years after the final audit of expenditures made under this contract, or until such time as HUD subsequently determines.

PERFORMANCE CRITERIA AND OBJECTIVES

PROGRAM NAME: HOMELESSNESS PREVENTION

NON-PROFIT SUBGRANTEE INFORMATION

NAME: United Way of the Plains, Inc.

CONTACT PERSON(S): Beth Oaks

ADDRESS: 245 N. Water (67202)

PHONE: (316) 267-1321

FAX: (316) 267-0937

EMAIL: boaks@unitedwayplains.org

CONTRACT PERIOD: June 1, 2011 – July 22, 2012

FUNDING SOURCE(S): Homelessness Prevention and Rapid Re-Housing Program

HUD OUTCOME PERFORMANCE MEASUREMENTS

Program Description: The United Way will operate a Homeless Prevention Network which meets the expectations of the funding source, the Homelessness Prevention and Rapid Re-Housing Program. United Way will seek partners to create a network of service providers who can assist in identifying clients and assisting them to find resources necessary to maintain their housing, and will through a centralized intake process create a uniform process for targeting assistance that assesses the risk of homelessness, assesses strengths and barriers to stable, permanent housing and coordinates service provision and financial assistance.

Program Content: United Way shall provide such information as is required for reporting on activity associated with the Homelessness Prevention and Rapid-Re-Housing Program.

Goal: Reduce the number of families who are at risk of becoming homeless

Objectives:

4. Persons who are at risk of becoming homeless are screened for assistance.
5. Central point of intake is established for at-risk families.
6. Service provider network is established to assist at-risk families.

Outcome Measurements

3. 200 persons receive Homeless Prevention assistance.
4. 170 persons remain stabilized after a maximum of 18 months of assistance.

Program Administration: United Way contact person will supervise operations and administration on a day-to-day basis.

Procurement Methods: United Way shall use its own procurement practices which comply with applicable state and local laws, rules and regulations so long as those practices do not unduly limit bidding competition. Additionally, procurement made with federal grant funds shall adhere to the standards set forth in 24 CFR part 84 which implements OMB Circular A-110.

1. Maintaining a code or standard of conduct governing the performance of United Way's officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.
2. Advertising of procurement transactions as appropriate without regard to a dollar value in a manner allowing maximum free and open competition. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchase procedures defined in A-110.
3. Invitations for bids shall be based on specifications developed by United Way. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.
4. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
5. United Way agrees to purchase services, goods and materials on an "as needed basis" and at the "lowest price obtainable".
6. United Way will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

Funding: It is mutually agreed by and between the City and United Way that for reimbursement of eligible and necessary expenses up to the amount of funding available, United Way will provide homelessness prevention services for the Homelessness Prevention and Rapid Re-Housing Program. Said funds will be used as set forth in the sections entitled Budget and Method of Payment. Any costs in excess of the amount of funds available are the responsibility of United Way, until and unless this Agreement is modified and funding is increased.

Budget: Funding under this agreement shall be originally budgeted as detailed in Attachment E. Adjustments to budget line items and categories may be made with agreement by all parties to this Agreement.

Method of Payment: United Way agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HUD's requirements for the Homelessness Prevention and Rapid Re-Housing Program.

3. The City and United Way also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$25,000, other than those within the scope of this agreement must be approved by the City Council.
4. United Way will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this Agreement will be retained in United Way's files for three years after the final audit of expenditures made under this contract, or until such time as HUD subsequently determines.

PROGRAM NAME DATA COLLECTION AND EVALUATION

NON-PROFIT SUBGRANTEE INFORMATION

NAME: United Way of the Plains, Inc.

CONTACT PERSON(S): Beth Oaks

ADDRESS: 245 N. Water (67202)

PHONE: (316) 267-1321

FAX: (316) 267-0937

EMAIL: boaks@unitedwayplains.org

CONTRACT PERIOD: June 1, 2011 – July 22, 2012

FUNDING SOURCE(S): Homelessness Prevention and Rapid Re-Housing Program

HUD OUTCOME PERFORMANCE MEASUREMENTS

Program Description: The United Way of the Plains will receive data from providers of homelessness prevention and rapid Re-Housing services, enter all data into the Homeless Management Information System (HMIS), prepare required quarterly reports, and submit reports to the City of Wichita by the 5th calendar day of the month following the end of the quarter.

Program Content: United Way shall provide such information as is required for reporting on activity associated with the Homelessness Prevention and Rapid-Re-Housing Program.

Goal: United Way will provide timely and accurate reports.

Objectives:

7. To provide information for HUD to assess the impact of the Homelessness Prevention and Rapid Re-Housing Program in Wichita.
8. To provide information for the public to assess the impact of the

Homelessness Prevention and Rapid Re-Housing Program in Wichita.

9. To provide data that will assist local and federal officials in analyzing patterns of use of Homelessness Prevention and Rapid Re-Housing Program funds.

Outcome Measurements:

- 100% of reports will be submitted timely

Program Administration: United Way contact person will supervise operations and administration on a day-to-day basis.

Procurement Methods: United Way shall use its own procurement practices which comply with applicable state and local laws, rules and regulations so long as those practices do not unduly limit bidding competition. Additionally, procurement made with federal grant funds shall adhere to the standards set forth in 24 CFR part 84 which implements OMB Circular A-110.

1. Maintaining a code or standard of conduct governing the performance of United Way's officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.
2. Advertising of procurement transactions as appropriate without regard to a dollar value in a manner allowing maximum free and open competition. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchase procedures defined in A-110.
3. Invitations for bids shall be based on specifications developed by United Way. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.
4. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
5. United Way agrees to purchase services, goods and materials on an "as needed basis" and at the "lowest price obtainable".
6. United Way will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

Funding: It is mutually agreed by and between the City and United Way that for reimbursement of eligible and necessary expenses up to the amount of funds available, United Way will provide data collection/evaluation services for the Homelessness Prevention and Rapid Re-Housing Program. Said funds will be used as set forth in the sections entitled Budget and Method of Payment. Any costs in excess of available funding are the responsibility of United Way.

Budget: Funding under this agreement shall be originally budgeted as detailed in Attachment B. Adjustments to budget line items and categories may be made with agreement by both parties to this Agreement.

Method of Payment: United Way agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HUD's requirements for the Homelessness Prevention and Rapid Re-Housing Program.

5. The City and United Way also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$25,000, other than those within the scope of this agreement must be approved by the City Council.

United Way will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this Agreement will be retained in United Way's files for three years after the final audit of expenditures made under this contract, or until such time as HUD subsequently determines.

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**CITY OF WICHITA
FEDERAL, STATE AND FOUNDATION GRANT BUDGET FORM**

Form No. 21-012 (2010)

E-print, scan or save as pdf and drag following documentation to Laserfiche/Performance/Grants/Your Department.

New Grant: Budget form, notice of award and grant agreement.

Budget revision: Revised budget form.

Name grant award file OCA# - Grant # Program Title (Rev # as appropriate)

Send voting email to Department Director and Budget Analyst. Set results to go to assigned Controller accountant.

OCA Title:	_____	Formal Grant Title:	ARRA Homelessness Prevention and Rapid Re-Housing
Grant period: From :	7/1/2011	To :	9/30/2012
Grantor Agency:	HUD		
Department #:	09	CFDA Number:	14.218
OCA #:	_____	HUD activity number#:	_____
Grant #:	800100	Federal/State Project #:	B11-MC-20-0004
Grant Detail#:	_____	CC Approval date:	6/7/2011

Set Expenditure Controls at (box one)

Object level 1

or

Expenditure Total

Expenditure Total will be utilized if no selection made.

Source of funding:	Object Level 3	Original Budget	Revisions Increase	Decrease	Revised Budget	Revision # _____
Federal contributions	8000	252,396.38			252,396.38	
State contributions	8030				0.00	
Federal to State	8062				0.00	
Federal to County	8090				0.00	
City - cash transfer	9800				0.00	
Private contributions	9713				0.00	
City - in-kind	9714				0.00	
REVENUE TOTAL		252,396.38	0.00	0.00	252,396.38	
Expenditures:						
Personal services (1xxx):						
		0.00			0.00	
					0.00	
					0.00	
Total Personal Services		0.00	0.00	0.00	0.00	
Contractual services (2xxx):						
		0.00			0.00	
					0.00	
City Administrative Charge	2900				0.00	
Total Contractual Services		0.00	0.00	0.00	0.00	
Commodities (3xxx):						
		0.00			0.00	
					0.00	
					0.00	
Total Commodities		0.00	0.00	0.00	0.00	
Capital outlay (4xxx):						
		0.00			0.00	
					0.00	
					0.00	

Rapid Re-Housing
PERFORMANCE DATA

Date _____

Outputs (What will you do?)	Outcomes (What will be the result?)	Indicators (How will you measure the result?)	Results (What results are anticipated?)
# households with signed leases	Families admitted to HPRP program will decrease barriers to self-sufficiency	Scoring on Arizona self-sufficiency matrix	90%
# households with uninterrupted utility services	Families/individuals will live in safe, secure housing upon discharge of HPRP program	Home visit at time of discharge	95%
# of face to face visits with family	Households that remain in program for 180 days will maintain stable living conditions for at least one year from discharge	Follow-up home visits, phone calls, surveys	100%
# families receiving credit repair assessment	Households will complete the HPRP program	Continued contract	70%
# households completing program after 90, 120, 180, 270 days			

Homeless Prevention Network

PERFORMANCE DATA

Date _____

Outputs (What will you do?)	Outcomes (What will be the result?)	Indicators (How will you measure the result?)	Results (What results are anticipated?)
Provide initial screening & eligibility assessment	# referred to Homeless Prevention Network	# accepted into Homeless Prevention Network	
Provide appropriate referrals	# referred to Rapid Re-Housing # referred elsewhere	# accepted into Rapid Re-Housing	
Provide financial assistance	# network partners involved	# evictions cancelled # utilities turned on List other payments	
Provide 3 month assessments	# clients assessed # housing plans reviewed	# clients still housed # housing plans being followed	

PERFORMANCE DATA

Date _____

Quarterly Report Period:

Number of HMIS entries made:

Number of unduplicated clients served in the quarter:

£ All required data submitted to the City.

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City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council

SUBJECT: HOME CHDO Operating Support Funding (Districts I, III, IV, V, and VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the recommended allocations and the funding agreements and authorize the necessary signatures.

Background: On June 7, 2011, the City Council approved final allocations under the 2011-2012 third program year action plan, which included \$50,000 of HOME Investment Partnerships Program (HOME) funds for operational support funding for City-designated Community Housing Development Organizations (CHDOs). Up to five percent of the City's HOME allocation may be used to provide general operating assistance to CHDOs that are receiving set-aside funds for a housing development activity. Operating expenses are defined as reasonable and necessary costs for the operation of the CHDO, and may include salaries, wages, and other employee compensation and benefits. Expenses for education, training, travel, rent, utilities, communications costs, taxes, insurance equipment, materials and supplies are also eligible. A maximum grant amount of \$25,000 is available to any one CHDO, under the City's program.

Analysis: Housing and Community Services staff members have evaluated funding applications and make the following recommendations for funding, based on anticipated housing production utilizing 2011 City HOME Program funding:

Mennonite Housing Rehabilitation Services (MHRS) is recommended to receive \$25,000. The funding will partially fund the MHRS project coordinator's salary, to oversee the following programs which are HOME-funded: 2011 Local Investment Area (LIA) CHDO set-aside Neighborhood Homes projects, Boarded-up House projects, and single-family development projects funded under the Housing Development Loan Program. MHRS activity in 2011-2012 should produce five units of housing with CHDO set-aside funding.

During the 2010-2011 program year, MHRS completed construction and sale of seven new homes within the City's LIAs utilizing CHDO set-aside funding, the Boarded-up House Program, and funding provided under the Housing Development Loan Program.

Power CDC is recommended to receive \$25,000. The funding will partially fund the salary and benefits for the Executive Director, to oversee the following programs which are HOME-funded: 2011 Northeast LIA CHDO set-aside single-family housing projects, Boarded-up House projects, and single-family development projects funded under the Housing Development Loan Program. Power CDC activity should produce five units of housing with CHDO set-aside funding.

During the 2010-2011 program year, Power CDC completed construction and sale of six new homes in the City's LIAs utilizing CHDO set-aside funding, funding provided under the Housing Development Loan Program, and Boarded-up House Program funding.

Financial Considerations: Funding for these allocations will come from the 2011-2012 HOME Grant, as previously allocated by the City Council. Funding allocations are based on anticipated housing production utilizing 2011 City HOME Program CHDO set-aside funding.

Goal Impact: The proposed allocations will assist City CHDOs in contributing to the City Council goals of Economic Vitality and Affordable Living, and Dynamic Core Area and Vibrant Neighborhoods.

Legal Considerations: Funding agreements have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the recommended allocations and the funding agreements, and authorize the necessary signatures.

Attachments: Funding agreements.

GRANT AGREEMENT

Between

**THE CITY OF WICHITA
HOUSING SERVICES DEPARTMENT**

A

PARTICIPATING JURISDICTION

And

**Mennonite Housing Rehabilitation Services, Inc.
(The Agency)**

A

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

**Operating Support Funding
2011-2012**

HOME Investment Partnerships
Program

Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, KS 67203
Phone (316) 268-4688
Fax (316) 268-4219

No. _____

AGREEMENT

THIS CONTRACT, dated to be effective the 26th day of July, 2011, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Mennonite Housing Rehabilitation Services, Inc. (hereinafter referred to as the "Agency").

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Agency is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the purpose of the assistance to be provided under this agreement is specifically authorized by Title 24 CFR Section 92.208; and

WHEREAS, the City deems the activities to be provided by the Agency as consistent with, and supportive of the HOME Investment Partnership Program, and the Agency requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Agency is essential for the successful implementation of an Affordable Housing Program;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Agency must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Agency are to begin July 26, 2011, and end no later than December 31, 2012 and shall be undertaken to accomplish the purposes of this contract.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Agency shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Agency shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Agency, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Agency shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Agency or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Agency or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Agency or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Agency of a rental housing project who occupies a housing unit as the project manager or maintenance worker. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or

activity" is defined as any function conducted by an identifiable administrative unit of the Agency receiving funds pursuant to this contract.

B. The Agency further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Agency will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Agency has fifteen or more employees, the Agency is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Agency's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

3. The Agency agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where

both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Agency agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Agency will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Agency that involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Agency sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Agency shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or Agency to assume the same obligations as the Agency for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or Agency shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation of residential property containing less than twelve units, the Agency and all contractors

and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto. **The Agency shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of any building and is exempt from Davis-Bacon Act wage requirements.**

The Agency shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training,
including apprenticeship.

The Agency shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Agency and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is \$2,500 or more, including, but not limited, to the following:

a) The Agency will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Agency agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

c) **The Agency agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Agency's compliance with The Rehabilitation Act.** Such notices shall state the Agency's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Agency shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Agency, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Agency will not exceed \$25,000 as referenced in Exhibit B.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Agency or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Agency, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 26, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Agency agrees to re-pay any HOME funds advanced under this agreement.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Agency mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than \$10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the Agency agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), as amended.

SECTION 16. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (7.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (7.) as amended.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/Agency must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Agency shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 17. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Agency, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Agency pursuant to this contract.

SECTION 18. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Agency shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

- (a) Agency is required to relate financial data to performance data and develop unit cost information whenever practical.
- (b) Agency's financial management systems shall provide for the following:
 - (1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the Agency shall not be required to establish an accrual accounting system. The Agency may develop such accrual data for reports on the basis of an analysis of the documentation on hand.
 - (2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
 - (3) Effective control over and accountability for all funds, property and other assets. The Agency shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
 - (4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
 - (5) Written procedures to minimize the time elapsing between the transfer of funds to the Agency from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Agency. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31

CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Agency, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Agency lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States . "

SECTION 19. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 20. LEAD-BASED PAINT POISONING PREVENTION. The Agency will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Development Act of 1992. Compliance will include all activities required by these regulations. The Agency also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Agency will comply with the Lead-Based paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The Project will comply with section 92.355 of the HOME rule. The Agency will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Agency will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (P.L. 102-550), and the regulations found at 24 CFR part 35.

SECTION 21. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Agency. If the contract is terminated by the City as provided herein, the Agency will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Agency covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Agency shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Agency during the contract period

which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Agency, Section 13 herein relative to termination shall apply.

SECTION 22. REFUND OF INCOME. All income earned by a project as a result of entitlement funds shall be accounted for and refunded to the City quarterly or used to offset project cost unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 23. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Agency agrees to transfer ownership of any real property purchased with HOME funds under this agreement, to the City. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 24. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 25. DISBURSEMENT OF HOME FUNDS. The Agency may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing Services Department, payments to the

Agency will be provided on a reimbursement basis. The amount of each request will be limited to the amount needed.

SECTION 26. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment
Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

**Mennonite Housing Rehabilitation Services, Inc.
(the Agency)**

Signature

Title of Officer

Date

CITY OF WICHITA, at the Direction of the City Council

By _____
Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary E. Rebenstorf, City Attorney
And Director of Law of the
City of Wichita

Date

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and the Agency, hereinafter referred to as the "City" and "Agency," respectively, that execution of this contract obligates the Agency to the following performance requirements.

HOME operating funds in the amount of \$25,000 shall be used for the operating expenses of the Agency. Eligible costs are outlined in 24 CFR Part 92, dated September 16, 1996 as amended, as specifically outlined at 24 CFR 92.208.

I. Administration

The Agency's Executive Director will supervise operations and administration on a day-to-day basis. The Agency's Board of Directors is ultimately responsible for program administration.

A. Funding

It is mutually agreed by and between the City and the Agency that the total HOME funds available to the Agency will be \$25,000, to provide operational support for HOME-related, single-family housing development activities in the City's Local Investment Areas. Specific use of the funding to be set forth in the sections entitled, Budget and Method of Payment. Funding provided under this contract incorporates the funding application issued in connection with the funding, and the Agency's response, unless superceded by this contract. Equipment purchased with funding provided under this contract must be returned to the City of Wichita for disposition.

B. Budget

The City shall pay the Agency as hereinafter set out; the maximum of \$25,000.00 for the program described in this contract. Said funding shall be used as follows:

Professional Services; Salaries Support	<u>\$25,000.00</u>
TOTAL	\$25,000.00

C. Method of Payment

The Agency agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME. The Agency agrees that all payments under this contract will be on a reimbursement basis. The Agency shall submit a request for reimbursement on a

monthly basis, by no later than the 30th of each month. Upon review of the reimbursement request by the Housing Services Department, the City will proceed to make payment directly to the Agency for all eligible and adequately documented expenses.

1. The City and Agency also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Adjustments between existing budget categories can be made administratively. However, changes greater than \$10,000 must be approved by the City Council.
2. The Agency will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditures made under this agreement will be retained in the Agency's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability. Documentation of eligible costs will include, but is not limited to: vendor invoices, purchase orders, receipts and payroll records. The City shall retain all such documentation for audit purposes.
3. A maximum of 1/12 of the budgeted amount for salaries will be paid out per month for salaries expenses.
4. The Agency may request a cash advance in the amount of no more than 1/12 of the total amount of the contract. Cash advances will be deducted from the total amount of funding provided under this contract.

D. Records and Reports

1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
2. **The Agency will provide, for the year ending June 30 of each year, beginning June 30, 2012, and for each year this contract is in effect, an annual report of the HOME funded portion of the program.** The report will consist of a narrative or other description of activities undertaken during the year. Said report shall be due on **July 10** of each year during the contract term.
3. The **Agency** will maintain records documenting receipts of program income and expenditures of the same. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports, for a period of 5 years, following the expiration of this contract.

II. Other Program Requirements

- A. The Agency shall comply with the applicable provisions of OMB Circular A-110, Attachment F, Standards for Financial Management Systems, requiring independent

financial and programmatic audits not less frequently than every two years. In addition to the financial and programmatic audit, the audit shall indicate whether the organization has complied with laws and regulations that may have a material effect on its financial statements and on each Federal assistance program reviewed. Other federal requirements may apply, as outlined in Section 18 of this contract.

III. Program Evaluation

The City shall evaluate this project based on the objectives stated in Section I.B. of this Exhibit. Failure by the Agency to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Agency on a pro rata basis with level of service. The Agency records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.

BUDGET

Professional Services; Salaries Support	<u>\$25,000.00</u>
TOTAL	\$25,000.00

GRANT AGREEMENT

Between

**THE CITY OF WICHITA
HOUSING SERVICES DEPARTMENT**

A

PARTICIPATING JURISDICTION

And

**Power CDC, Inc.
(The Agency)**

A

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

**Operating Support Funding
2011-2012**

HOME Investment Partnerships
Program

Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, KS 67203
Phone (316) 268-4688
Fax (316) 268-4219

No. _____

AGREEMENT

THIS CONTRACT, dated to be effective the 26th day of July, 2011, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Power CDC, Inc. (hereinafter referred to as the "Agency").

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Agency is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the purpose of the assistance to be provided under this agreement is specifically authorized by Title 24 CFR Section 92.208; and

WHEREAS, the City deems the activities to be provided by the Agency as consistent with, and supportive of the HOME Investment Partnership Program, and the Agency requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Agency is essential for the successful implementation of an Affordable Housing Program;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Agency must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Agency are to begin July 26, 2011, and end no later than December 31, 2012 and shall be undertaken to accomplish the purposes of this contract.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Agency shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Agency shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Agency, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Agency shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Agency or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Agency or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Agency or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Agency of a rental housing project who occupies a housing unit as the project manager or maintenance worker. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or

activity" is defined as any function conducted by an identifiable administrative unit of the Agency receiving funds pursuant to this contract.

B. The Agency further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Agency will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Agency has fifteen or more employees, the Agency is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Agency's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

3. The Agency agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where

both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Agency agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Agency will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Agency that involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Agency sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Agency shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or Agency to assume the same obligations as the Agency for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or Agency shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation of residential property containing less than twelve units, the Agency and all contractors

and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto. **The Agency shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of any building and is exempt from Davis-Bacon Act wage requirements.**

The Agency shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training,
including apprenticeship.

The Agency shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Agency and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is \$2,500 or more, including, but not limited, to the following:

a) The Agency will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Agency agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

c) **The Agency agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Agency's compliance with The Rehabilitation Act.** Such notices shall state the Agency's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Agency shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Agency, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Agency will not exceed \$25,000 as referenced in Exhibit B.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Agency or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Agency, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 26, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Agency agrees to re-pay any HOME funds advanced under this agreement.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Agency mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than \$10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the Agency agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), as amended.

SECTION 16. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (7.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (7.) as amended.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/Agency must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Agency shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 17. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Agency, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Agency pursuant to this contract.

SECTION 18. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Agency shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

- (a) Agency is required to relate financial data to performance data and develop unit cost information whenever practical.
- (b) Agency's financial management systems shall provide for the following:
 - (1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the Agency shall not be required to establish an accrual accounting system. The Agency may develop such accrual data for reports on the basis of an analysis of the documentation on hand.
 - (2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
 - (3) Effective control over and accountability for all funds, property and other assets. The Agency shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
 - (4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
 - (5) Written procedures to minimize the time elapsing between the transfer of funds to the Agency from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Agency. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31

CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Agency, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Agency lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States . "

SECTION 19. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 20. LEAD-BASED PAINT POISONING PREVENTION. The Agency will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Development Act of 1992. Compliance will include all activities required by these regulations. The Agency also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Agency will comply with the Lead-Based paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The Project will comply with section 92.355 of the HOME rule. The Agency will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Agency will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (P.L. 102-550), and the regulations found at 24 CFR part 35.

SECTION 21. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Agency. If the contract is terminated by the City as provided herein, the Agency will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Agency covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Agency shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Agency during the contract period

which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Agency, Section 13 herein relative to termination shall apply.

SECTION 22. REFUND OF INCOME. All income earned by a project as a result of entitlement funds shall be accounted for and refunded to the City quarterly or used to offset project cost unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 23. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Agency agrees to transfer ownership of any real property purchased with HOME funds under this agreement, to the City. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 24. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 25. DISBURSEMENT OF HOME FUNDS. The Agency may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing Services Department, payments to the

Agency will be provided on a reimbursement basis. The amount of each request will be limited to the amount needed.

SECTION 26. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment
Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

**Power CDC, Inc.
(the Agency)**

Signature

Title of Officer

Date

CITY OF WICHITA, at the Direction of the City Council

By _____
Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary E. Rebenstorf, City Attorney
And Director of Law of the
City of Wichita

Date

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and the Agency, hereinafter referred to as the "City" and "Agency," respectively, that execution of this contract obligates the Agency to the following performance requirements.

HOME operating funds in the amount of \$25,000 shall be used for the operating expenses of the Agency. Eligible costs are outlined in 24 CFR Part 92, dated September 16, 1996 as amended, as specifically outlined at 24 CFR 92.208.

I. Administration

The Agency's Executive Director will supervise operations and administration on a day-to-day basis. The Agency's Board of Directors is ultimately responsible for program administration.

A. Funding

It is mutually agreed by and between the City and the Agency that the total HOME funds available to the Agency will be \$25,000, to provide operational support for HOME-related, single-family housing development activities in the City's Local Investment Areas. Specific use of the funding to be set forth in the sections entitled, Budget and Method of Payment. Funding provided under this contract incorporates the funding application issued in connection with the funding, and the Agency's response, unless superceded by this contract. Equipment purchased with funding provided under this contract must be returned to the City of Wichita for disposition.

B. Budget

The City shall pay the Agency as hereinafter set out; the maximum of \$25,000.00 for the program described in this contract. Said funding shall be used as follows:

Professional Services; Salaries Support	<u>\$25,000.00</u>
TOTAL	\$25,000.00

C. Method of Payment

The Agency agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME. The Agency agrees that all payments under this contract will be on a reimbursement basis. The Agency shall submit a request for reimbursement on a

monthly basis, by no later than the 30th of each month. Upon review of the reimbursement request by the Housing Services Department, the City will proceed to make payment directly to the Agency for all eligible and adequately documented expenses.

1. The City and Agency also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Adjustments between existing budget categories can be made administratively. However, changes greater than \$10,000 must be approved by the City Council.

2. The Agency will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditures made under this agreement will be retained in the Agency's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability. Documentation of eligible costs will include, but is not limited to: vendor invoices, purchase orders, receipts and payroll records. The City shall retain all such documentation for audit purposes.

3. A maximum of 1/12 of the budgeted amount for salaries will be paid out per month for salaries expenses.

4. The Agency may request a cash advance in the amount of no more than 1/12 of the total amount of the contract. Cash advances will be deducted from the total amount of funding provided under this contract.

D. Records and Reports

1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.

2. **The Agency will provide, for the year ending June 30 of each year, beginning June 30, 2012, and for each year this contract is in effect, an annual report of the HOME funded portion of the program.** The report will consist of a narrative or other description of activities undertaken during the year. Said report shall be due on **July 10** of each year during the contract term.

3. The **Agency** will maintain records documenting receipts of program income and expenditures of the same. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports, for a period of 5 years, following the expiration of this contract.

II. Other Program Requirements

A. The Agency shall comply with the applicable provisions of OMB Circular A-110, Attachment F, Standards for Financial Management Systems, requiring independent

financial and programmatic audits not less frequently than every two years. In addition to the financial and programmatic audit, the audit shall indicate whether the organization has complied with laws and regulations that may have a material effect on its financial statements and on each Federal assistance program reviewed. Other federal requirements may apply, as outlined in Section 18 of this contract.

III. Program Evaluation

The City shall evaluate this project based on the objectives stated in Section I.B. of this Exhibit. Failure by the Agency to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Agency on a pro rata basis with level of service. The Agency records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.

BUDGET

Professional Services; Salaries Support	<u>\$25,000.00</u>
TOTAL	\$25,000.00

Second Reading Ordinances for July 26, 2011 (first read on July 19, 2011)

Public Hearing and Tax Exemption Request (Cargill, Inc.) (District I)

ORDINANCE NO. 49-041

An ordinance exempting property from ad valorem taxation for economic development purposes pursuant to Article 11, Section 13, of the Kansas Constitution; providing the terms and conditions for ad valorem tax exemption; and describing the property of Cargill Meat Solutions Corporation, so exempted.

Cargill Meat Solutions, Inc. Franchise. (District VI)

ORDINANCE NO. 49-045

An ordinance of the city of Wichita, Kansas, granting to Cargill Meat Solutions, Inc., the right and privilege to construct, operate, and maintain a second fiber optic telecommunication system in the City of Wichita, Kansas, and prescribing the terms of said grant.

Ordinance Amending Chapter 3.22 of the Code of the City of Wichita Pertaining to Licensing and Regulation of Haunted Houses and Haunted Walks/Fields.

ORDINANCE NO. 49-042

An ordinance amending sections 3.22.010, 3.22.020, 3.22.040, 3.22.060 and 3.22.070, creating sections 3.22.015, 3.22.035, 3.22.062, 3.22.065, 3.22.067, 3.22.080 and 3.22.090 of the code of the city of Wichita, Kansas, pertaining to haunted houses, Halloween houses, mystery mansions and ghost walks and repealing the originals of sections 3.22.010, 3.22.020, 3.22.040, 3.22.050, 3.22.060 and 3.22.070 of the code of the City of Wichita, Kansas.

Acquisition by Eminent Domain of Tracts Required for the Pawnee and Broadway Intersection Improvement Project (District III)

ORDINANCE NO. 49- 043

An ordinance providing for the acquisition by eminent domain of certain private property, easements and right-of-way therein, for the purpose of acquiring real property for the improvement of the intersection of Pawnee Street and Broadway avenue in the city of Wichita, Sedgwick County, Kansas; designating the lands required for such purposes and directing the city attorney to file a petition in the District Court of Sedgwick County, Kansas, for acquisition of the lands and easements therein taken and providing for payment of the cost thereof.

Acquisition by Eminent Domain of Tracts Required for the Harry and Broadway Intersection Improvement Project (Districts I and III)

ORDINANCE NO. 49-044

An ordinance providing for the acquisition by eminent domain of certain private property, easements and right-of-way therein, for the purpose of acquiring real property for the improvement of the intersection of Harry Street and Broadway avenue in the city of Wichita, Sedgwick County, Kansas; designating the lands required for such purposes and directing the city attorney to file a petition in the District Court of Sedgwick County, Kansas, for acquisition of the lands and easements therein taken and providing for payment of the cost thereof.

City of Wichita
City Council Meeting
July 26, 2011

TO: Mayor and City Council

SUBJECT: ZON2011-00018 associated with CUP2011-00017 – a zone change from SF-5 Single-family Residential to LC Limited Commercial, and Amendment #1 to DP-308 Mike Steven Motors Commercial Community Unit Plan on property generally located south of Kellogg Drive between Gouverneur Road and Calhoun Drive, on the northern terminus of Whittier Road (542 South Whittier). (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to conditions (11-0).

MAPD Staff Recommendations: Approve, subject to conditions.



BACKGROUND: The applicant requests a City zone change (ZON2011-00018) from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”) for Lot 1 and the west 37 feet of Lots 2 and 3, Keys 2nd Addition (542 South Whittier Road). The second part of the request is City DP-308 Mike Steven Motors Community Unit Plan (“CUP”) Amendment #1 to add the proposed rezoning tract to the CUP, and to combine all property within the CUP into a single parcel, approximately eight acres in size. The site is located south of Kellogg Drive between Gouverneur Road and Calhoun Drive. The property owner is redeveloping the site with a new facility for an auto dealership.

When the existing CUP was platted, Mike Steven Motors Addition, a contingent dedication of 47 feet of right-of-way, flanked by a 15-foot street, drainage and utility easement was recorded for future construction of Orme Street between Gouverneur Road and Calhoun Drive. The contingent dedication solves a critical missing link in connecting Orme Street to points further east and west, and in providing effective circulation in the application area. Orme Street provides a second means of circulation benefiting the customers of the commercial properties located along the southern edge of Kellogg between Woodlawn and Armour, as well as completes the grid for the residential neighborhood to the south. The property now proposed for incorporation into the CUP has been the missing connection between Woodlawn and Armour Drive.

Retaining the contingent dedication is a net change of less than 0.12 acre, once a compensatory vacation of the remainder of Whittier north of the Orme Street link is made, taking into account the trading of the street for a hammer-head turnaround with the closure of Whittier Road. For approximately 0.10-acre of land, the City’s street network could be improved in this segment benefitting the residents on Gouverneur Road, Whittier Road and Calhoun Drive. Two concerns related to the planned construction can be handled in the following manner. First, the applicant already built a masonry wall upon the contingent dedication. According to Public Works, the City would allow the south masonry wall to remain, providing a good buffer for the residents to the south. Second, the building plans for the new building encroach into the 35-foot setback shown on the contingent dedication of the CUP. The recommendation would be to allow the setback to be reduced from 35 feet to 12 feet for the western 100 feet of the south property line to accommodate the proposed construction plans.

The surrounding property is mostly zoned LC along Kellogg except for the tract immediately to the north that is a Planned Unit Development #16 (“PUD”) for an auto dealership. The LC uses to the northeast consist of a major shopping mall and associated outparcels, Towne East (DP-12). A hotel on property zoned LC and GO General Office (“GO”) is located directly to the east. Other car dealerships on property zoned LC are located directly to the west. All property to the south, southeast and southwest is developed with single-family housing zoned SF-5.

Analysis: At the MAPC meeting held June 23, 2011, MAPC voted (11-0) to approve subject to staff recommendations. One citizen was present to speak on the case; however, no protests have been received. The speaker expressed dissatisfaction with some of the changes that had occurred since the car dealership had begun its expansion, such as removing houses, installation of the screening masonry wall, increased truck traffic, lengthy on-street parking and the additional trash that gets into the neighborhood. The action of the MAPC was to approve the zone change to LC Limited Commercial and Amendment #1 to DP-308 subject to dedication of the right-of-way along the southern 47 feet of the tract to be rezoned and street, drainage and utility easement along the 15 feet abutting the right-of-way, and to the following conditions:

1. The CUP shall be revised to provide the missing segment of 47-foot right-of-way and 15-foot for street, drainage and utility easement for Orme Street.
2. General Provision # 1 and Parcel 1 description shall be revised to accommodate the changed boundaries, reflecting a maximum building coverage of 30 percent and gross floor area of 35 percent.
3. The setback may be reduced from 35 feet to 12 feet for the western 100 feet of the south property line.
4. General Provision #10 shall be changed to delete references to Parcel 2.
5. Any major changes in this development plan shall be submitted to the Planning Commission and

to the Governing Body for their consideration.

6. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
7. The ordinance/resolution establishing the zone change shall not be published until the platting has been recorded with the Register of Deeds.
8. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

Financial Considerations: Approval of this request will not create any extraordinary financial considerations for the City of Wichita.

Goal Impact: The application will assist with the implementation of one of the City's goal to promote Economic Vitality.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change and DP-254 Amendment #1 subject to the recommended conditions, authorize the Mayor to sign the ordinance and withhold publication until the plat is recorded and all conditions of approval have been met (simple majority vote required).

Attachments: MAPC minutes
Ordinance
CUP drawing

(OCA 150004)

Published in The Wichita Eagle on August 5, 2011

ORDINANCE NO. 49-056

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2011-00018

Zone change request from SF-5 Single-family Residential ("SF-5") to LC Limited Commercial ("LC") on property described as: Lot 1 and the west 37 feet of Lots 2 & 3, Keys 2nd Addition.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 2nd day of August, 2011.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

EXCERPT MINUTES FROM THE JUNE 23, 2011 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2011-18 and CUP2011-17 - NEVETS, Inc (Attn: Harold Johnson) and Eugene F. Roberts (owners); Baughman Company, PA c/o Russ Ewy (agent) request a City Zone Change from SF-5 Single-Family Residential to LC Limited Commercial and City DP-308 Amendment #1 to add residential property (542 S. Whittier Road, Lot 1 and W. 37 feet Lots 2 and 3, Keys 2nd Addition) on the south edge of the Community Unit Plan (CUP) on property described as:

Lots 1, 2, and 3, Block A, Mike Steven Motors Addition to Wichita, Sedgwick County, Kansas.
AND

Lot 1 and the West 37 feet of Lots 2 and 3, Keys 2nd Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant requests a City zone change (ZON2011-00018) from SF-5 Single-Family Residential ("SF-5") to LC Limited Commercial ("LC") for Lot 1 and the west 37 feet of Lots 2 and 3, Keys 2nd Addition (542 South Whittier Road). The second part of the request is City DP-308 Mike Steven Motors Community Unit Plan ("CUP") Amendment #1 to add the proposed rezoning tract to the CUP, and to combine all property within the CUP into a single parcel, approximately eight acres in size. The site is located south of Kellogg Drive between Gouverneur Road and Calhoun Drive. The property owner is redeveloping the site with a new facility for an auto dealership.

When the existing CUP was platted, Mike Steven Motors Addition, a contingent dedication of 47 feet of right-of-way, flanked by a 15-foot street, drainage and utility easement was recorded for future construction of Orme Street between Gouverneur Road and Calhoun Drive. The contingent dedication solves a critical missing link in connecting Orme Street to points further east and west, and in providing effective circulation in the application area. Orme Street provides a second means of circulation benefiting the customers of the commercial properties located along the southern edge of Kellogg between Woodlawn and Armour, as well as completes the grid for the residential neighborhood to the south. The property now proposed for incorporation into the CUP has been the missing connection between Woodlawn and Armour Drive.

Retaining the contingent dedication is a net change of less than 0.12 acre, once a compensatory vacation of the remainder of Whittier north of the Orme Street link is made, taking into account the trading of the street for a hammer-head turnaround with the closure of Whittier Road. For approximately 0.10-acre of land, the city's street network could be improved in this segment benefitting the residents on Gouverneur Road, Whittier Road and Calhoun Drive. Two concerns related to the planned construction can be handled in the following manner. First, the applicant already built a masonry wall upon the contingent dedication. According to Public Works, the city would allow the south masonry wall to remain, providing a good buffer for the residents to the south. Second, the building plans for the new building encroach into the 35-foot setback shown on the contingent dedication of the CUP. The recommendation would be to allow the setback to be reduced from 35 feet to 12 feet for the western 100 feet of the south property line to accommodate the proposed construction plans.

The surrounding property is mostly zoned LC along Kellogg except for the tract immediately to the north that is a Planned Unit Development #16 ("PUD") for an auto dealership. The LC uses to the northeast consist of a major shopping mall and associated outparcels, Towne East (DP-12). A hotel on property zoned LC and GO General Office ("GO") is located directly to the east. Other car dealerships on property zoned LC are located directly to the west. All property to the south, southeast and southwest is developed with single-family housing zoned SF-5.

CASE HISTORY: The property is platted as Mike Steven Motors Addition, recorded December 1, 2008, and Keys Second Addition, platted April 12, 1954. DP-308 was approved March 4, 2008. Previously the property was platted as E.M. Stevens 3rd Addition and Chrysler Addition. Previous BZA approvals (BZA24-81, BZA4-84 and BZA59-85) permitted to the use of the property for new and used car sales and associated uses, but these variances were replaced by the CUP approval in 2008. VAC2010-00034 vacated some platted easements on the subdivision plat.

ADJACENT ZONING AND LAND USE:

NORTH:	PUD, LC	Kellogg expressway, car dealership, Towne East
SOUTH:	SF-5	Single-family residential
EAST:	LC, GO, SF-5	Hotel, car dealership, single-family residential
WEST:	LC, SF-5	Car dealership, single-family residential

PUBLIC SERVICES: Kellogg is the main cross-town expressway and direct access for DP-308 is to the Kellogg Drive frontage road that is a one-way pattern down to Armour Drive, where one can cross under the elevated highway to turn around to travel west. Gouverneur Road is a divided street with landscaping in the middle. Whittier Road and Calhoun Drive are local streets. All customary public services are available to serve the property.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “regional commercial.” The development is in conformance with this recommendation. The proposed CUP complies with **Commercial Goal/Objective B** of “Develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses.” The CUP has requirements designed to minimize the impact of the development on the residential areas to the south. The proposed use conforms to **Commercial Locational Guideline #1** of the *Comprehensive Plan* that recommends that commercial sites should be located adjacent to principal streets.

RECOMMENDATION: Based on these factors, plus the information available prior to the public hearing, staff recommends the request be APPROVED subject to dedication of the right-of-way along the southern 47 feet of the tract to be rezoned and street, drainage and utility easement along the 15 feet abutting the right-of-way, and to the following conditions:

- A. APPROVE the zone change (ZON2011-00018) to LC.
- B. APPROVE DP-308 (CUP2011-00017), subject to the following conditions:
 - 1. The CUP shall be revised to provide the missing segment of 47-foot right-of-way and 15-foot for street, drainage and utility easement for Orme Street.
 - 2. General Provision # 1 and Parcel 1 description shall be revised to accommodate the changed boundaries, reflecting a maximum building coverage of 30 percent and gross floor area of 35 percent.
 - 3. The setback may be reduced from 35 feet to 12 feet for the western 100 feet of the south property line.
 - 4. General Provision #10 shall be changed to delete references to Parcel 2.

5. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
6. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
7. The ordinance/resolution establishing the zone change shall not be published until the platting has been recorded with the Register of Deeds.
8. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The surrounding property is mostly LC along Kellogg except for the tract immediately to the north that is a Planned Unit Development #16 ("PUD") for an auto dealership. The LC uses to the northeast consist of a major shopping mall and associated outparcels, Towne East (DP-12). A hotel on property zoned LC and GO General Office ("GP") is located directly to the east. Other car dealerships on property zoned LC are located directly to the west. All property to the south, southeast and southwest is developed with single-family housing zoned SF-5.
2. The suitability of the subject property for the uses to which it has been restricted: The property is suited for the uses to which it has been restricted; however incorporation of the SF-5 tract into the CUP for commercial use and the resulting street connection would be a more suited development pattern.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The conditions of the CUP and the presence of the masonry wall will mitigate any additional impacts from the use beyond those already present by the existing development that occurs on all but 0.10 acre of land.
4. Length of time the subject property has remained vacant as zoned: The rezoning tract has been in residential use until the sale of the property to the applicant.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The "2030 Wichita Functional Land Use Guide, as amended May 2005" of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for "regional commercial." The development is in conformance with this recommendation. The proposed CUP complies with **Commercial Goal/Objective B** of "Develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses." The CUP has requirements designed to minimize the impact of the development on the residential areas to the south. The proposed use conforms to **Commercial Locational Guideline #1** of the *Comprehensive Plan* that recommends that commercial sites should be located adjacent to principal streets.
6. Impact of the proposed development on community facilities: The effect on acreage of the CUP is a net change is less than 0.12 acre, once a compensatory vacation of the remainder of Whittier north of the Orme Street link is made, taking into account the trading of street for a hammer-head turnaround for the closure of Whittier Road. For approximately 0.10 acre of land, the city's street network is improved in this segment and the residents on Gouverneur Road, Whittier Road, and Calhoun Drive.

MCKAY asked what was being done with Whittier Street in front of the house; was that part of the overall plan or was it being vacated?

GOLTRY said Whittier Street has been vacated down to where the house is located. She said there was a contingent dedication of Orme Street already in place to the south edge of the property except the house that is being requested to be added to the CUP today. She said the portion of Whittier Street to the north will be vacated back in the replat.

MCKAY asked if it will have separate zoning or be included in the zoning case.

GOLTRY said it will be included in the zoning case because when you vacate a right-of-way that has been dedicated, zoning bleeds into the center point of the source of the dedication.

HILLMAN confirmed that the public would be able to drive east and west on Orme Street.

GOLTRY said at this time the street is not open; however, the Public Works Department has plans to open the street.

RUSS EWY, BAUGHMAN COMPANY, AGENT FOR APPLICANT said they agreed with the recommendations in the Staff Report and that he would stand for any questions.

ESTHER MARSHALL, 7031 EAST ORME STREET thanked the Commission for the opportunity to express her thoughts concerning yet another zoning change in her neighborhood. She said she bought her home on Orme Street in 1973. She said at that time, there were houses on both sides of Orme and the area was zoned SF-5 Single-Family Residential. She said a few years later the houses across the street to the north of her property were all removed to make way for a parking lot for a car dealership. She said a tall, concrete block wall was erected to shield her view. She said she has no memory at all of being notified of that zoning change, but it certainly made a change in her neighborhood. She said the truck traffic on Orme Street increased greatly and the many delivery trucks associated with a car dealership keep wearing out the blacktop. She said both trucks and cars find the west side of Orme Street to be very handy, and sometimes they have parked there for 2 to 3 days. She said this makes it difficult for cars backing out of their own driveways to get onto the street. She said sometimes big, noisy delivery trucks carrying cars pull up on Gouverneur long before she is ready to wake up, and wake her up.

She commented that personally the proprietors of these car dealerships have been very nice to her and don't complain when she takes a short-cut across their car lots. She said lately there has been a lot of activity in the parking lot directly east of the intersection of Gouverneur and Orme. She said she thought they were merely resurfacing the parking lot because there were lots of trucks, lots of heavy equipment and lots of noise. She said car dealerships and single-family residences are not a good mix. She said after receiving the notice from the Planning Department, she was angry because they had done so much work before the residents were notified, which prompted her to come and speak with Donna Goltry, Planning Staff, who interpreted much of the legalese for her and explained that the present application for change was for just a house lot and that the much larger plot surrounding it was re-zoned some time ago. She said she also has no memory of receiving a notice on that rezoning either. She said she has no doubt that the requested change will be allowed and she won't try to contest it, but she again mentioned that she is angry. She said if her home were sold today she would take a loss of between \$10,000-\$15,000 because it is located in Limited Commercial zoning. She said that loss amount will increase as time goes by to \$25,000. She concluded by talking about "policing the area" or picking up trash. She said the car dealerships that have encroached in their residential area should do their part with trash pickup and

mowing weeds and providing trash receptacles for the cigarette butts to keep the neighborhood from looking like a slum.

EWY commented that he had no rebuttal but did mention that Mrs. Marshall does have a legitimate concern regarding on-going construction for the new dealership. He said they have been trying to obtain the Roberts tract in the center of the property for quite some time.

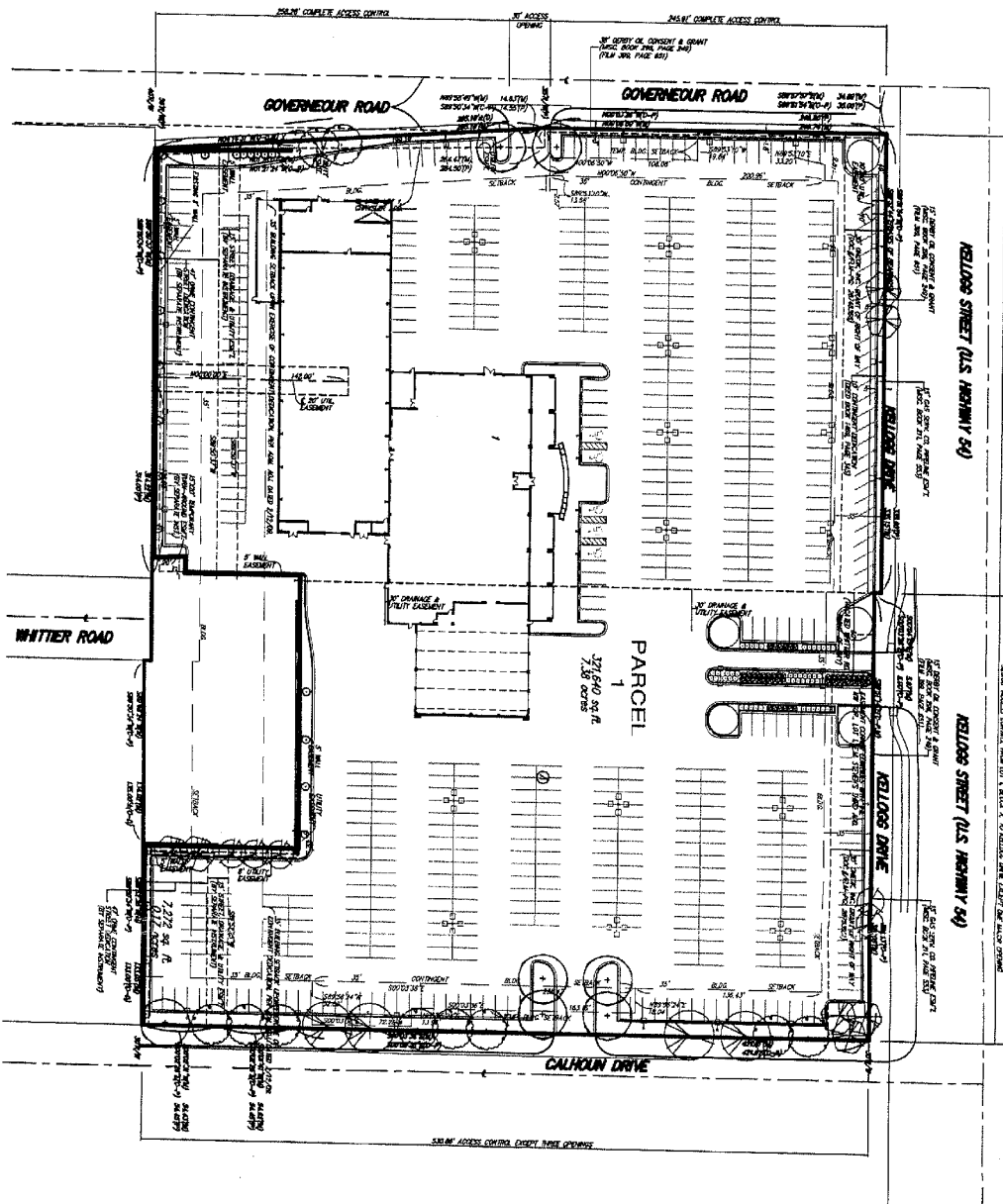
FARNEY asked about the transport vehicles on site and whether that would be done on site or on public right-of-way?

EWY said he was not sure how they traveled and added that there had been some concern with the Schofield dealership where they dedicated complete access control along Orme Street with the only access being along north/south side streets.

MOTION: To approve subject to staff recommendation.

HILLMAN moved, **DOWNING** seconded the motion, and it carried (11-0).

COMMUNITY UNIT PLAN - DP-308



GENERAL PROVISIONS

1. The development of a new form of Fe_2O_3 and Al_2O_3 based paint is proposed.

PARCEL 1

- [illegible]

PARCEL 2

- Consolidated with Period 1 per Administrative
Adjustment dated February 5, 2017

PARCEL 3

- Combined with Parcel 1 per Amendment #1 dated 7/17/13.

LEGAL DESCRIPTION:

- Let's E, F and G. After 4, the team leaders address
meeting, however, the meeting is not a meeting.

REVISIONS

- Shipping:** October 8, 2007
 Received: November 7, 2007
 Received per M&C: November 15, 2007
 Received per City Council: March 4, 2008
 Received per Atty. General: February 14, 2008
 Received per Atty. Adjutant: February 3, 2011
 Received per Administrative: May 16, 2011

DP-308

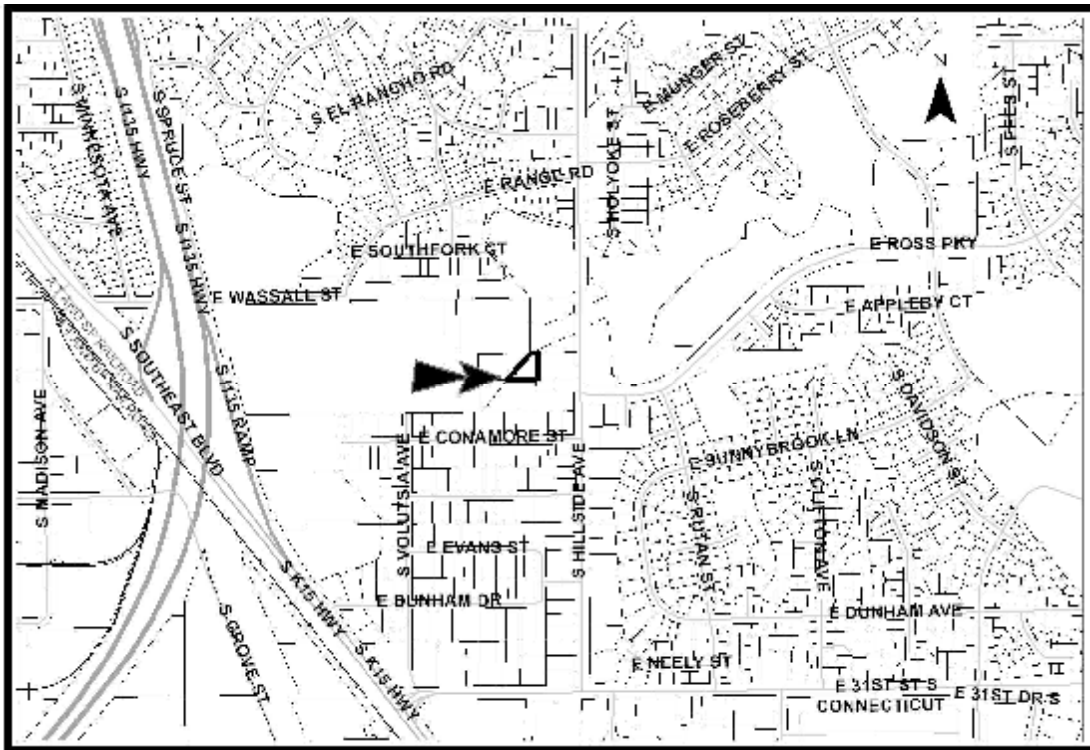
MIKE STEVEN MOTORS
COMMUNITY UNIT PLAN

B
Baughman
Baughman Company, P.A.
1572A St. Johns Ave. #1100
St. Louis, MO 63103
Tel: 314.241.1100
Fax: 314.241.1101
www.baughman.com

SUBJECT: ZON2011-00019 – City zone change from SF-5 Single-Family Residential to LC Limited Commercial; generally located northwest of the intersection of South Hillside Avenue and East Ross Parkway (2825 S. Hillside Ave.). (District III)

AGENDA: Planning (Consent)

MAPD Staff Recommendation: Approve, subject to platting within one year.



Background: The applicant is requesting a zone change to LC Limited Commercial (“LC”) for about one-half acre of land currently zoned SF-5 Single-Family Residential (“SF-5”). The property is to the rear (west) of a larger tract of land already zoned LC and developed with a commercial-style building used for providing congregate meals to the community. It abuts a Gypsum Creek, but the site is not mapped as being within the FEMA floodplain.

The land nearby on Hillside is zoned LC and LI Limited Industrial (“LI”). It is developed with a variety of industrial and commercial uses, including a machine shop abutting on the north and south, small commercial strip centers, vehicle repair, restaurants, and a nursing facility. One single-family house is located south of the site but it is on property zoned LC. A park and multi-family development (Plainview) is located to the east of the nursing facility on property zoned MF-29 Multi-Family Residential (“MF-29”). The property to the west and northwest of Gypsum Creek is the site of the abandoned Joyland Amusement Park, and is zoned SF-5 except for the entrance to the park on Hillside that is zoned GC General Commercial (“GC”). The land to the southwest of the machine shop abutting this site is a single-family residential neighborhood zoned SF-5.

Analysis: At the MAPC meeting held June 23, 2011, the MAPC voted (11-0) to approve the request subject to staff recommendations. No one spoke in opposition to this request at the MAPC’s advertised public hearing. No written protests have been filed.

Financial Considerations: All improvements will be to City standards and at the applicant’s expense.

Goal Impact: The application supports the City’s goal to promote Economic Vitality.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change subject to platting within one year, authorize the mayor to sign the ordinance and withhold publication of the ordinance until the plat is recorded.

Attachments:

- Ordinance
- MAPC Minutes

ORDINANCE NO. 49-057

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2011-00019

Zone change from SF-5 Single-Family Residential ("SF-5") to LC Limited Commercial ("LC") on a .5-acre property described as:

The S 180' of the N 550' of the E 700' of the SE/4 Exc beg 370' S & 342' W of the NE cor of the SE/4' th SWly to a point 550' S & 500' W of the NE cor; th W 200'; th N 180'; th E 358' to beg CC-14290 3-28-1E, Sedgwick County, Kansas.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Gary E. Rebenstorf, City Attorney

EXCERPT MINUTES FROM THE JUNE 23, 2011 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2011-19 - Catholic Diocese of Wichita (owner); Ruggles & Bohm, c/o Chris Bohm (agent) request a City zone change from SF-5 Single-Family Residential to LC Limited Commercial on property currently zoned LC Limited Commercial and SF-5 Single-Family Residential on property described as:

A tract beginning at a point 370 feet South of the Northeast corner of the Southeast Quarter of Section 3, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence West 700 feet to a point 370 feet South of the North line of the Southeast Quarter of Section 3; thence South 180 feet; thence East 700 feet; thence North 180 feet to the place of beginning; EXCEPT beginning 370 feet South and 342 feet West of the Northeast corner of said Southeast Quarter; thence Southwesterly to a point 550 feet South and 500 feet West of said Northeast corner; thence West 200 feet; thence North 180 feet to a point 370 feet South and 700 feet West of said Northeast corner; thence East to the point of beginning.

BACKGROUND: The applicant is requesting a zone change to LC Limited Commercial (“LC”) for about one-half acre of land currently zoned SF-5 Single-Family Residential (“SF-5”). The property is to the rear (west) of a larger tract of land already zoned LC and developed with a commercial-style building used for providing congregate meals to the community. It abuts a Gypsum Creek, but the site is not mapped as being within the FEMA floodplain.

The land nearby on Hillside is zoned LC and LI Limited Industrial (“LI”). It is developed with a variety of industrial and commercial uses, including a machine shop abutting on the north and south, small commercial strip centers, vehicle repair, restaurants, and a nursing facility. One single-family house is located south of the site but it is on property zoned LC. A park and multi-family development (Plainview) is located to the east of the nursing facility on property zoned MF-29 Multi-Family Residential (“MF-29”). The property to the west and northwest of Gypsum Creek is the site of the abandoned Joyland Amusement Park, and is zoned SF-5 except for the entrance to the park on Hillside that is zoned GC General Commercial (“GC”). The land to the southwest of the machine shop abutting this site is a single-family residential neighborhood zoned SF-5.

CASE HISTORY: The property is not platted, but a plat (SUB2011-00026) has been filed.

ADJACENT ZONING AND LAND USE:

NORTH:	LC, SF-5	Machine shop, abandoned amusement park
SOUTH:	LC, LI, SF-5	Machine shop, strip commercial, restaurants, vehicle repair, single-family residential
EAST:	LC, MF-29	Nursing facility, park, multi-family residential
WEST:	SF-5	Gypsum Creek, abandoned amusement park

PUBLIC SERVICES: The site has access from Hillside Avenue, a four-lane arterial street. 2006 Average Annual Daily Traffic was 7,100 vehicles per day at the intersection of Hillside and Pawnee, tapering down to just below 5,000 vehicles per day on southbound 31st Street South.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the 1999 Update to the Wichita-Sedgwick County Comprehensive Plan identifies this area as appropriate for “local commercial.” The property is in conformance with this designation. It conforms with **Commercial Goal/Objective B** of “Develop future retail/commercial areas which

complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses.” The location of the property is such that it has more intensive or industrial type uses buffering on the north and south and the creek on the west, plus one point of access onto an arterial street.

RECOMMENDATION: Based upon this information available prior to the public hearings, planning staff recommends that the request to rezone the property from SF-5 to LC be APPROVED, subject to platting within one year.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The land nearby on Hillside is zoned LC and LI Limited Industrial (“LI”). It is developed with a variety of industrial and commercial uses, including a machine shop abutting on the north and south, small commercial strip centers, vehicle repair, restaurants, and a nursing facility. One single-family house is located south of the site but it is on property zoned LC. A park and multi-family development (Plainview) is located to the east of the nursing facility on property zoned MF-29 Multi-Family Residential (“MF-29”). The property to the west and northwest of Gypsum Creek is the site of the abandoned Joyland Amusement Park, and is zoned SF-5 except for the entrance to the park on Hillside that is zoned GC General Commercial (“GC”). The land to the southwest of the machine shop abutting this site is a single-family residential neighborhood zoned SF-5.
2. The suitability of the subject property for the uses to which it has been restricted: The property is not suited for SF-5 uses due to the abutting commercial zoning and use on all sides except for the west (creek). It is an interior parcel and derives its access and usability from the principal tract, already zoned LC.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: None are identified, except since the Gypsum Creek channel exceeds 100 feet in width normal screening and buffering requirements of the Unified Zoning Code and Landscape Ordinance would not necessarily be required.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the 1999 Update to the Wichita-Sedgwick County Comprehensive Plan identifies this area as appropriate for “local commercial.” The property is in conformance with this designation. It conforms with **Commercial Goal/Objective B** of “Develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses.” The location of the property is such that it has more intensive or industrial type uses buffering on the north and south and the creek on the west, plus one point of access onto an arterial street.
5. Impact of the proposed development on community facilities: Traffic will increase on Hillside by allowing expansion of the site for congregate meals, or other permitted LC uses.

MOTION: To approve subject to staff recommendation.

JOHNSON moved, **HILLMAN** seconded the motion, and it carried (11-0).

City of Wichita
City Council Meeting
July 26, 2011

To: Mayor and City Council

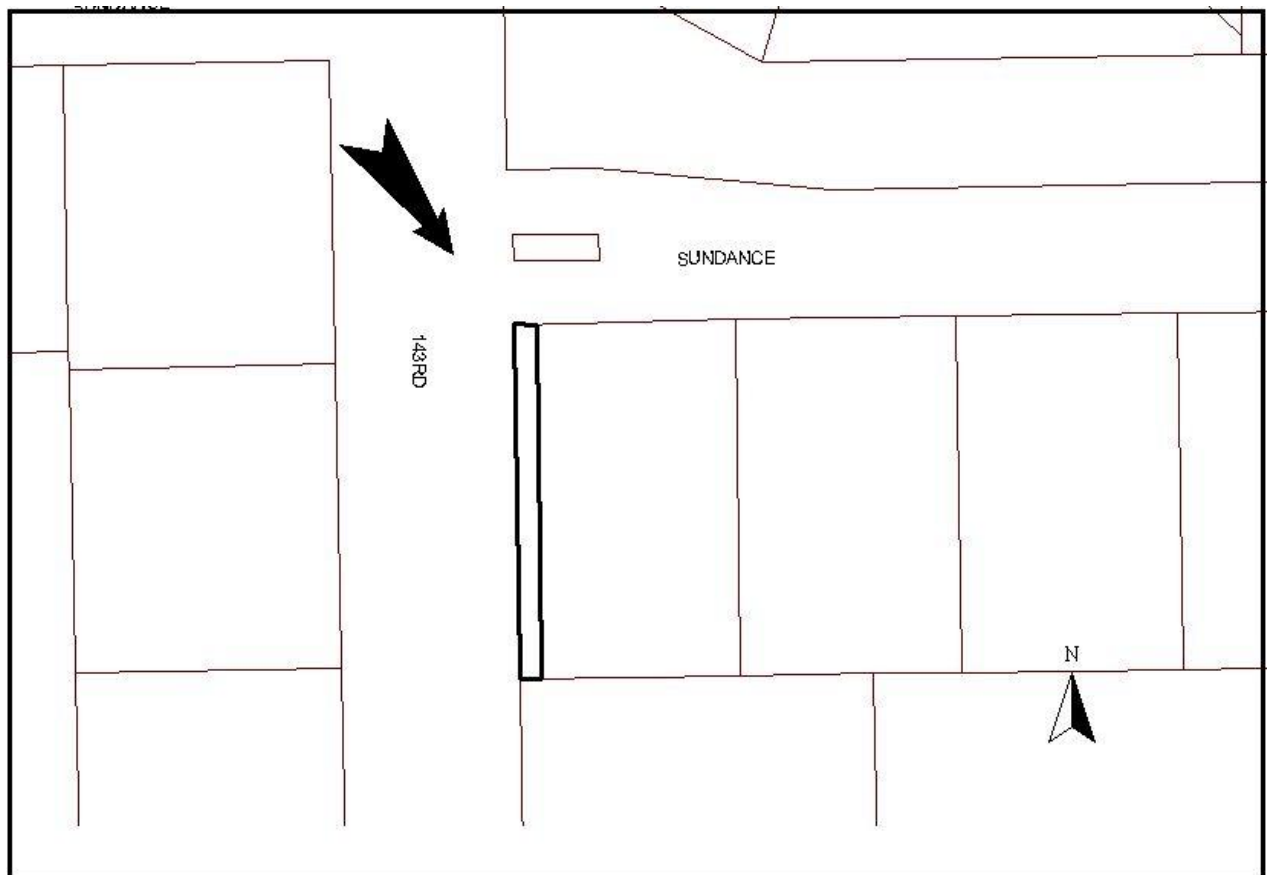
Subject: VAC2011-00013 - Request to vacate a portion of platted complete access control and platted street right-of-way; generally located north of 13th Street North, on the southeast corner of 143rd Street East and Sundance Street. (District II)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommended approval of the vacation request.



Background: The applicants propose a drive onto 143rd Street East off of Lot 5, Block 3, Savanna at Castle Rock Ranch 5th Addition (subject site). The site's permitted access onto Sundance Street is blocked by an extension of Reserve B. Reserve B is platted as a 15-foot wide (x) 50-foot long reserve located in the middle of Sundance Street, at its intersection with 143rd Street East. As built, Reserve B appears to be 20 feet wide and 150-155 feet long. Reserve B is "...platted for entry monuments, landscaping, and utilities confined to easements." Reserve B is "...subject to a restrictive covenant established by the declaration of owner's association agreements and shall be owned and maintained by one or more associations to be formed within Savanna at Castle Rock Ranch 5th Addition to Sedgwick County, Kansas." 143rd is a paved two-lane arterial at this section. Sundance is a paved residential street. There is public sewer, water and other utilities located in the area of the vacation request, along 143rd. The applicant has received approval from the Savanna East Home Owner's Association to vacate a portion of Sundance Street's right-of-way to allow the larger as built Reserve B, to remain. As a result there will be no access onto Sunset Street off of the subject site. The Savanna at Castle Rock Ranch 5th Addition was recorded with the Register of Deeds January 7, 1994.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Goal Impact: The application supports the City's goal to Ensure Efficient Infrastructure.

Legal Considerations: A certified copy of the Vacation Order, two restrictive covenants, a dedication of complete access control and a dedication of a reserve will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission, to approve the Vacation Order and authorize the necessary signatures.

Attachments: Two restrictive covenants, a dedication of complete access control and a dedication of a reserve.

City of Wichita
City Council Meeting
July 26, 2011

TO: Wichita Airport Authority (WAA)

SUBJECT: Wally's Structural Loads Consulting, LLC
Lease Agreement for office use of 2120 Airport Road
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: Wally's Structural Loads Consulting, LLC (Wally) has provided consulting and training services for the aviation industry for many years. The company provides engineering services for aircraft manufacturers and the Federal Aviation Administration. The training services component offers instructional courses on aircraft structural loads requirements, analysis, testing, and certification.

Analysis: Wally is now desirous of leasing one office at the multi-tenant facility located at 2120 Airport Road on Wichita Mid-Continent Airport. The initial term of the lease is six months with four, one-year option terms.

Financial Considerations: The facility rental rate of \$12 per sq. ft. will result in new annual revenue to the Wichita Airport Authority (WAA) of \$3,276 for use of office space.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through negotiating agreements which allow Mid-Continent's business partners to develop on the Airport, which in turn, generate rental income for the (WAA) and allows the Airport to continue its operation on a self-sustaining basis.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the WAA approve the Agreement and authorize the necessary signatures.

Attachments: Agreement.

AGREEMENT

By and Between

WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

Wally's Structural Loads Consulting, LLC

for

Use of Facility – 2120 Airport Road – Suite A
Wichita Mid-Continent Airport
Wichita, Kansas

THIS AGREEMENT is entered into this July 26, 2011, between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (LESSOR) and Wally's Structural Loads Consulting, LLC, (LESSEE).

WHEREAS, LESSOR is a governmental or quasi-governmental entity authorized under the laws of the State of Kansas to own and operate one or more airports, with full, lawful power and authority to enter into binding legal instruments by and through its governing body; and

WHEREAS, LESSOR owns, operates, regulates, administers, and maintains the campus of Wichita Mid-Continent Airport (Airport); and

WHEREAS, LESSEE is an entity authorized to operate in the State of Kansas that desires to lease real property commonly known as 2120 Airport Road – Suite A, Wichita, Kansas, the office space defined below (Premises) on the campus of Wichita Mid-Continent Airport (Airport) from LESSOR under the terms and conditions set forth below in this Use and Lease Agreement (Agreement).

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, LESSOR and LESSEE do hereby covenant and agree as follows:

1. PREMISES

LESSOR does hereby lease to LESSEE the Premises located at 2120 Airport Road – Suite A on Wichita Mid-Continent Airport, consisting of 273 square feet of office space, all referred to herein as the Premises, as outlined on Exhibit "A", attached hereto and made a part hereof.

2. INITIAL TERM

The Term of this Agreement shall commence on June 10, 2011, and shall continue for a period of six months ("Initial Term"), with the Initial Term expiring on December 31, 2011, unless otherwise terminated under provisions agreed to herein.

3. OPTION TERM

This Agreement may be renewed for four, one-year periods ("Option Term"), with the last Option Term expiring on December 31, 2015, provided LESSEE is not in default hereunder beyond any applicable grace or cure periods in rental or other payments to LESSOR at the time such notice exercising the Option Term is given. If LESSEE chooses to exercise its option to renew, written notice shall be submitted to LESSOR no less than ninety (90) days prior to the expiration of the Initial Term. If LESSEE is in default of any obligation under this Agreement beyond the time periods expressly allowed in this Section, then any notice attempting to exercise the Option Term shall be void.

4. DEPOSIT

LESSOR shall have the option at any time to request a security deposit equal to one month's payment. This security deposit shall be retained by the LESSOR during the term hereof as security for the full, faithful performance of and compliance with, on the part of the LESSOR, all of the provisions, terms and conditions of this Agreement. Said security deposit shall be returned to Lessee upon expiration or termination of this Agreement less any moneys due the LESSOR.

5. FACILITY RENT DURING INITIAL TERM

The parties hereby agree that the Facility Rent for the Initial Term and for the four (4) contemplated option terms, effective June 10, 2011, shall be set at \$12.00 per square foot per

year. This rental will result in an annual payment of \$3,276.00 or \$273.00 per month.

LESSEE shall pay to LESSOR in advance on the first day of each month, without demand or invoicing, for both facility rental and land rental for the Premises as set forth herein. In the event LESSEE fails to make payment within ten (10) days of the dates due as set forth in this Agreement, then LESSOR, may charge LESSEE a monthly service charge of twelve percent (12%) for any such overdue amount, unless a lesser sum is set as the maximum allowable under state statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred by LESSOR in attempting to obtain payment.

6. OTHER FEES AND CHARGES

It is understood and agreed by LESSEE that LESSOR may assess fees and charges to LESSEE according to rates established by LESSOR's Schedule of Fees and Charges. Such Schedule shall be amended from time to time by action of the LESSOR.

Any amounts due LESSOR from LESSEE for utility, maintenance, reimbursements, or other special charges will be paid by LESSEE within thirty (30) days of the date of the invoice.

7. PLACE OF PAYMENTS

LESSEE shall make all payments by check made payable to the Wichita Airport Authority, and all payments and reports shall be delivered or mailed to:

Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209

or such other address as designated in writing.

8. LESSEE'S IDENTITY

LESSEE must be a natural person or an entity, firm, company, corporation, partnership or a joint venture which has substance under State of Kansas Law and a specific legal identity and business purpose as registered with the Secretary of State in the LESSEE's state of business residence.

9. PERMITTED USE OF PREMISES

LESSEE shall have the right of ingress and egress, in common with others for the benefit of its employees, invitees, contractors, agents and representatives, to be exercised in a reasonable manner. This right of ingress and egress is granted for activities incidental or related to LESSEE'S approved activities, and for no other purposes except as may be approved in writing by LESSOR. This right is subject to federal, state and local security and safety requirements and standards. As required by Kansas state statute, it is understood and agreed that the Premises shall be used and occupied for aviation purposes or purposes incidental or related thereto and the primary purpose shall be for the operation of an aviation insurance brokerage firm and general office space of the LESSEE in the administration of its business.

LESSEE recognizes that other tenants now and hereafter may occupy other portions of the Airport, and that such other tenants shall have the right to use public roadways, streets, ramps, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations, and these common facilities are not under an exclusive use lease; and LESSEE shall conduct its operations in such a manner as to not impede access by others to these common facilities, nor in any other way interfere with, nor disrupt the business of other tenants or the quiet enjoyment of their leasehold interests at the Airport.

LESSOR reserves the right to grant and/or permit other parties the right to use any portion of the Airport, except that described in Section 1, Premises, for any permitted purpose, and upon any fair and non-discriminatory terms established by the LESSOR.

LESSEE, its affiliated entities, subsidiaries, employees, agents, representatives, contractors, and subcontractors, will not transact or otherwise engage in any other activities, business, and/or services on or from the Premises, except as described in this Agreement, unless such is provided for by a separate written approval, or amendment to this Agreement, and subject to approval by LESSOR.

The parties acknowledge that this lease is for office space, and does not include airfield access.

10. PROHIBITED USE OF PREMISES

The Premises shall not be used for any purpose not expressly authorized in Section 9, Permitted Use of Premises. The following operations, services and concessions shall be specifically prohibited on or from the Premises or any other location at the Airport:

- (a) Commercial catering, restaurant and/or lounge concessions;
- (b) Commercial (for hire) ground transportation;
- (c) Commercial "paid" parking;
- (d) Commercial hotel or lodging;
- (e) Commercial outdoor advertising;
- (f) Sale of non-aviation products and services;
- (g) Revenue-producing communication systems or systems not directly applicable to LESSEE's operations on the Premises;
- (h) Automobile rental service;
- (i) Any activity considered by LESSOR to not be aviation purposes or purposes incidental or related thereto.

11. LESSEE'S RIGHTS AND PRIVILEGES

LESSEE shall have the following rights and privileges on the Premises and on the Airport:

- (a) The rights to install, operate, repair, and store upon the Premises all personal property and fixtures necessary for the conduct of LESSEE's lawful business.
- (b) The right of ingress and egress to and from the Premises, which rights shall extend to LESSEE's invitees, contractors, subcontractors, agents, representatives and employees; subject, however, to all reasonable security regulations;
- (c) The right in common with others authorized to do so, to use the common areas of the Airport.

12. LESSOR'S RIGHTS AND PRIVILEGES

LESSOR expressly reserves from the Premises:

- (a) Mineral Rights. All gas, oil and mineral rights in and under the soil.
- (b) Water Rights. All statutory, exempt, vested, and granted appropriation rights for the use of water, and all rights to request further appropriations for the Premises.
- (c) Airspace. A public right of flight through the airspace above the surface of the Premises. This public right of flight will include the right to cause or allow in said

airspace, any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation on the Airport. No liability on the part of LESSOR or any Tenant will result from the exercise of this right.

- (d) Navigational Aids. The right to install, maintain and modify and/or permit others to install, maintain and modify on the Premises visual and electronic navigational aids.
- (e) Entry and Inspection of Premises. The right of LESSOR, its authorized officers, employees, agents, contractors, subcontractors, authorized government agents, or other representatives to enter upon the Premises:
 - (1) To inspect at reasonable intervals during regular business hours (or any time in case of emergency or lawful investigation) to determine whether LESSEE has complied, and is complying with the terms and conditions of this Agreement;
 - (2) To Inspect Premises, facilities, and equipment for compliance with laws, regulations and/or codes of the federal, state or local government, airport rules and regulations and airport standard operating procedures; and
 - (3) To construct or erect new facilities, or to perform maintenance, repair, or replacement relating to the Premises or any facility thereon, as may be required and necessary, but LESSOR shall not be obligated to exercise this option.
- (f) Radio/Wireless Communication Systems. The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises.
- (g) General Provisions. The right to exercise any and all rights set out in Section 41, General Provisions.
- (h) Signage. The right to enter onto the premises for installation, and the right to install any signage on the Premises required by law, order, rule, regulation, Airport Security Program or federal directive.

Provided that exercise by LESSOR of any such reserved rights (a) through (h) shall be without expense to the LESSEE and shall not unreasonably or materially interfere with LESSEE's use of the Premises and shall not delay LESSEE in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

13. NON-INTERFERENCE WITH AIRPORT OPERATIONS

LESSEE covenants and agrees that it shall not allow any condition on the Premises, nor permit the conduct of any activity on such Premises, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities, nor shall LESSEE use or permit the Premises to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard to the general

public, or to LESSOR's tenants or the customers, agents, invitees, contractors, representatives and employees of those tenants.

LESSEE covenants and agrees that it shall not allow any condition on the Premises, nor permit the conduct of any activity on such Premises, which shall materially or adversely affect, infringe upon, block or interrupt the operations and business activity of other airport tenant leaseholds.

14. COOPERATION WITH AIRPORT DEVELOPMENT

LESSEE understands and agrees that LESSOR may pursue Airport development, improvements and maintenance activities from time-to-time that may affect the Premises and other areas of the Airport. LESSEE agrees to work cooperatively and in good faith with the LESSOR and other tenants and contractors in development, improvement and maintenance activities to minimize any disruptions. If requested by the LESSOR, LESSEE shall cooperate with and assist the LESSOR to the greatest extent possible in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Airport development, improvement, and maintenance activities. LESSOR may temporarily or permanently close, re-route, or consent to the closing or re-routing of any method of ingress or egress on the Airport, so long as the means of ingress and egress are reasonably equivalent to current access available to LESSEE. LESSOR may temporarily close the runway, taxiways, ramps or portions thereof for purposes of maintenance, replacement, re-construction or expansion. Provided that exercise by LESSOR of any such Airport development, improvement, or maintenance shall be without expense to the LESSEE and shall not unreasonably or materially interfere with LESSEE's use of the Premises, and shall not delay LESSEE in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

15. TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES

It is understood and agreed that title to the Premises and to all existing and future structures, facilities, improvements and fixtures shall be, and shall remain, exclusively with LESSOR, the Wichita Airport Authority.

LESSEE shall, without cost to LESSOR, furnish and install all non-attached furniture, movable partitions, decorations, accessories, equipment, and tools necessary to conduct its business, which shall retain status as personal property even though temporarily affixed to the Premises. Title/ownership to non-attached personal property shall remain with LESSEE.

The term "fixtures", whenever used in this Agreement, shall be construed to include all structures and fixed systems and equipment erected or installed upon the Premises, all fencing, grading and pavement, all underground wires, cables, pipes, conduits, tanks, drains and drainages; and all other property of every kind and nature which is permanently affixed to the Premises, except LESSEE's personal property.

All facilities, structures and improvements, and alterations and additions to the Premises, excluding personal property of LESSEE, placed at the expense of LESSEE, shall remain upon and be surrendered with the Premises as a part thereof, on any termination of this Agreement, for any cause, and shall remain the property of the LESSOR.

16. LIENS

LESSEE shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Premises or any improvements thereon. Should any lien be placed on the Premises or any improvements thereon, LESSEE shall cause to be removed any and all liens of any nature. This obligation includes, but is not limited to, tax liens and liens arising out of or because of any financing, construction or installation performed by or on behalf of LESSEE or any of its contractors or subcontractors upon LESSEE's Premises or arising out of or because of the performance of any work or labor to it or them at said Premises or the furnishing of any materials to it or them for use at said Premises. Should any such lien be made or filed, LESSEE shall bond against or discharge the same within thirty (30) days after actual notice of the same from any source, whether from LESSOR or otherwise, and provide written proof of discharge or bonding to LESSOR within that time. LESSEE acknowledges that its interest in the Premises is a leasehold, and that notwithstanding its construction of improvements on the Premises, such improvements accrue to the LESSOR and that it has no equity interest in the Premises which can support a mortgage lien. LESSEE may not mortgage or pledge as collateral its leasehold interest herein without the prior written consent of the LESSOR.

LESSOR may consent, upon LESSEE's written request, to an assignment of rents to a governmentally regulated and insured commercial lender as partial security for financing of LESSEE's activities on the Premises, which assignment is intended to be a present transfer to such lender of all of LESSEE's rights to collect and receive rents and charges from approved users, operators, sublessees and permittees. Lender(s) shall have no rights to assign this Agreement or sublease the Premises without the prior written consent of the LESSOR as required under Section 19, Assignment and Section 20, Subleasing, Permitting and Contracting. Upon LESSEE's written consent LESSOR agrees to give Lender(s) notice of any default or cancellation of the Agreement, and allow Lender(s) the same opportunity as the LESSEE under the Agreement to correct any condition or cure any default. Nothing in this Section is intended to

relieve the LESSEE of its obligations under this Agreement.

17. TAXES, LICENSES AND PERMITS

LESSEE shall promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operation or lease of the Premises. LESSEE may elect, however, at its own cost and expense, to contest any such tax, excise, levy, or assessment. LESSEE will keep current all Federal, State or local licenses, operating certificates or permits required for the conduct of its operations. LESSEE represents and warrants to LESSOR that it has obtained all license, franchise, operating certificates or other agreements or permits necessary to operate LESSEE's operation in accordance with the terms of this Agreement, and LESSEE covenants to keep all such licenses, franchises, permits, operating certificates and other agreements in full force and effect during the Term of this Agreement.

LESSEE shall pay all lawful taxes and assessments which, during the term hereof, may become a lien upon or which may be levied by the State, County, City or any other tax levying body, upon the leased Premises or upon any taxable interest of LESSEE acquired in this lease agreement, or any taxable possessory right which LESSEE may have in or to the leased Premises, including any improvements or facilities located on the Premises, as well as LESSEE shall also pay all lawful taxes and assessments on taxable property, real or personal, owned by LESSEE in and about said Premises. Nothing in this Section shall prevent LESSEE from contesting the legality, validity or application of any such tax or assessment to the full extent LESSEE may be lawfully entitled so to do.

18. UTILITIES

The cost of electricity, gas, and water shall be included as a part of the lease rental rate. Any other costs, such as telephone and cable, but not limited to these, shall be at LESSEE's initiation and expense. LESSOR shall not be liable to LESSEE for damages arising out of any cessation or interruption of gas, water, electricity, telephone, or other utility service during the lease term or any extension thereon.

LESSOR is the only entity allowed to install or remove any cabling. Cabling includes, but is not limited to, any type of telecommunications or network cable such as CAT3, CAT5, CAT6; fiberoptics cable; and/or coaxial cable. Cabling for basic phone service shall be provided as part of the rental rate. However, should additional network cable, coaxial for security or fiber optic cable, be required for LESSEE's operation, LESSEE shall be required to make arrangements with LESSOR, and such installation shall be at LESSEE's expense. It shall be LESSEE's

responsibility to contract for services using such cables from LESSEE's preferred service provider.

Unless otherwise agreed upon in writing, if LESSEE requires utilities beyond that currently provided or that are available to be extended to the Premises boundary, LESSEE agrees to pay the full cost and expense associated with the upgrade/extension/installation of all such utilities related to its use of the Premises, and to comply with all provisions for maintaining such utilities.

The LESSOR reserves for itself the right to upgrade, extend, install, maintain and repair all utilities and services on or across the Premises, whether or not such services or utilities are for the benefit of LESSEE. The LESSOR shall take all reasonable care and diligence to protect existing improvements and utilities, and shall avoid to the greatest extent possible any unreasonable interference or interruption to LESSEE's operations.

All electrical, data and communications utilities installed or caused to be installed shall be underground, and no utility services or other cables or wires shall be installed on poles or otherwise above ground. Unless otherwise provided in this Agreement, all utilities and conduits or ducts installed by anyone on the Premises shall be considered fixtures as defined under Section 15, Title to Facilities, Improvements and Fixtures, and shall become the owned property of LESSOR.

Wastes not legally permitted and authorized for disposal into the storm and/or sanitary drainage system shall not be discharged, connected or introduced into storm and/or sanitary drains and the storm and/or sanitary drainage system. LESSEE shall take all reasonable precautions to prevent the discharge of material into any drainage system that would create interference with the flow therein, or that would cause a hazard or unlawful contamination thereto.

19. ASSIGNMENT

With the exception of assignment to a parent or "holding" company or subsidiary, LESSEE shall have no right to assign or delegate any of its rights or duties pursuant to this Agreement without the prior written consent of LESSOR. Any assignment or delegation so made and so permitted shall be subject to all terms, conditions and other provisions of this Agreement. Any attempted assignment or delegation in violation of this provision shall be void and have no force or effect whatsoever.

20. SUBLEASING, PERMITTING AND CONTRACTING

LESSEE shall not sublease, rent or permit any persons, firms or corporations to occupy any part of the Premises, or to provide any type of commercial or non-commercial operation, aviation or otherwise, on the Premises without having first received the prior written consent of LESSOR, granted only under the following conditions:

(a) Any arrangements must be in the form of a written instrument and must be for purposes and uses of the Premises as authorized under this Agreement, and shall be subject to the provisions of this Agreement. LESSEE shall submit a copy of such proposed instrument at the time of requesting consent of LESSOR.

(b) All sublease(s) must comply with Sections 9, 10, 11, and 12 of this Agreement, and will be reviewed for compliance by LESSOR to that end. Any arrangement for the subleasing of space must be in conformance with the use of the Premises outlined in this Agreement, unless expressly approved otherwise in writing by LESSOR.

(c) LESSEE must keep current records on file and available for LESSOR's inspection, that describes the nature and document the legitimacy of the sublessee's business, including all current municipal, state, or local licenses or permits required for the conduct of sublessee's business.

(d) LESSEE hereby agrees that it shall incorporate language acceptable to LESSOR into all of its sublease agreements, placing on any sublessee and that sublessee's affiliated entities, customers, employees, invitees, contractors, and subcontractors similar restrictions, as may be appropriate to its approved uses as those which bind LESSEE and its use of the facility through this Agreement. LESSEE shall also incorporate and make reference to this Agreement, as may be amended from time to time, to ensure sublessee's operations and conduct are subject to and are in compliance with the terms and conditions of this Agreement, as may be amended from time to time. Any sublease agreement shall explicitly state that it is subordinate to this Agreement, and that the sublessee shall never obtain rights in the Premises greater than those held by LESSEE under this Agreement, as amended. Any sublessee shall be specifically subject to eviction from the Premises as a result of termination, cancellation, or expiration of this Agreement, irrespective of sublessee's state of compliance with the terms of its sublease.

(e) LESSEE shall at all times during the term(s) of approved sublease(s), remain responsible to LESSOR for the compliance of its sublessees with the terms and conditions of any approved sublease and with this Agreement. LESSOR may look to LESSEE directly to satisfy any failure of sublessee to comply with these documents.

(f) Consent to one sublease permit or subcontract shall not be deemed consent to any subsequent sublease permit or subcontract. Prior written consent of the LESSOR shall be required for each sublease permit or subcontract executed by the LESSEE.

21. LIABILITY INSURANCE

LESSEE shall procure, maintain and carry, at its sole cost, in accordance with and/or until completion of this Agreement all insurance, as required per the amounts as set forth below. Insurance shall be furnished by a company licensed to do business in Kansas.

Insurance certificates shall be issued on a standard ACORD form and include the NAIC number of the insuring company. Each insurance company's rating, as shown in the latest Best's Key Rating Guide, shall be no less than A-VII, unless otherwise approved by the LESSOR, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates must be received and approved by the LESSOR prior to occupancy.

Should any of the described policies in this Agreement be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The LESSOR reserves the right to request and receive for review certified copies of any and all insurance policies to which this Agreement is applicable prior to commencement of work. The failure of LESSOR to reject the LESSEE'S certificate of insurance shall not be deemed to constitute an acceptance by the LESSOR of a deficient certificate of insurance. If the LESSEE fails to procure or maintain any of the specified coverages the LESSOR has the right, but not the obligation, to secure the coverage and charge the cost to the LESSEE along with a 20% administrative fee.

The LESSEE shall be responsible for determining the types and limits of insurance coverage required by any approved sublessee. At a minimum, such sublessee shall carry Workers' Compensation, commercial general liability (minimum of \$1,000,000 per occurrence) and commercial automobile liability (minimum of \$1,000,000 combined single limit). LESSEE shall require in any approved sublease that the Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds on the sublessee's commercial general liability policy.

The requirements, procurement and carrying of the required insurance shall not limit any of the LESSEE's obligations or liability under this Agreement or as a matter of law.

Where "minimum limits" of insurance are specified in this Section, such minimum insurance limits are required and considered by LESSOR to be the lowest insured amounts acceptable under this Agreement. The LESSEE is not limited or restricted whatsoever in securing additional insurance coverage and higher insured limits than those specified herein if, at the LESSEES determination and discretion and commensurate with the type of activity and associated business and operational risk, additional coverage and higher limits are necessary and appropriate.

Insurance shall include the following terms, conditions and minimum limits:

a) WORKERS' COMPENSATION

LESSEE shall maintain Workers' Compensation insurance to cover the statutory requirements of the Workers' Compensation laws of the State of Kansas for its operations on the Premises, and when applicable, to Federal Laws and Voluntary Compensation and Employer's Liability (including occupational disease) coverage. In the alternate, LESSEE may provide an appropriate statutory waiver.

b) AUTOMOBILE LIABILITY

LESSEE shall maintain commercial automobile insurance, at minimum statutory rates or above. Coverage shall include all owned and non-owned automobiles which are used in connection with the services or other work performed on the Premises. LESSEE shall indemnify LESSOR for all damages arising from the use of any vehicle on Airport property by LESSEE or any employee, irrespective the limits at insurance coverage.

Recommended minimum for Combined Single Limit	\$100,000/\$50,000
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c) COMMERCIAL GENERAL LIABILITY

LESSEE shall maintain Commercial General Liability Insurance on an occurrence form. Coverage shall include on-going operations, product/completed operations (minimum of two years following the project completion) and Personal and Advertising Injury. Minimum limits, as outlined herein, shall be:

General Aggregate (per project)	\$1,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$500,000
Each Occurrence	\$500,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds.

22. ALL RISK PROPERTY INSURANCE

LESSOR, at its expense, throughout the term of this Agreement, shall cause the structures, facilities, improvements and fixtures on the Premises to be insured against loss or damage by fire or other casualty equal to the full replacement value thereof and by an all risk coverage policy furnished by a company licensed to do business in Kansas. Such policy shall not exclude, or in the alternative, shall carry full coverage endorsements for damage from tornado, hail, flood, and sewer backup. The proceeds of any payments made under such insurance policy or policies shall be used to rehabilitate or reconstruct the insured facilities, subject to the provisions governing damage or destruction found at Section 37, Damage or Destruction.

23. SUBROGATION OF INSURANCE

LESSOR hereby waives any and all rights of recovery against LESSEE for or arising out of damage or destruction of the building, or the demised Premises, or any other property of LESSOR, from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of LESSEE, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver without diminution of LESSOR coverage.

LESSEE hereby waives any and all rights of recovery against LESSOR for or arising out of damage to or destruction of any property of LESSEE from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of LESSOR, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

24. LOSS OF PERSONAL PROPERTY

Any personal property of LESSEE or others placed in or upon the Premises shall be at the sole risk of the LESSEE, and LESSOR shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the LESSEE waives all rights of subrogation against recovery from the LESSOR for such loss or damage unless such loss or damage is the result of the LESSOR's negligence.

25. CANCELLATION BY LESSOR

The LESSOR, in addition to any other rights to which it may be entitled by law or otherwise, may cancel this Agreement by giving LESSEE written notice in the event of default by LESSEE under this Agreement continuing for more than sixty (60) days after the LESSEE's receipt of written notice of such event of default and opportunity to cure from the LESSOR, upon or after the happening of any one of the following events:

- (a) LESSEE shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and LESSEE is thereafter adjudicated bankrupt pursuant to such proceedings;
- (b) A court shall take jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act;
- (c) Receiver of LESSEE's assets shall be appointed;
- (d) LESSEE shall be divested of its estate herein by other operation of law;
- (e) LESSEE shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSEE are to be performed, kept or observed.

If any such condition or default cannot reasonably be corrected within the 60-day period and LESSEE has demonstrated due diligence with respect to curing said default, then, at the LESSOR's sole discretion, such cure period may be extended for consecutive periods of 30 days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the term shall cease and expire at the end of the 30-day extension then in effect.

Acceptance of rental by LESSOR for any period or periods after a notice of default is issued by LESSOR of any of the obligations, terms, warranties and conditions herein contained to be performed, kept and observed by LESSEE shall not be deemed a waiver of any other right on the part of LESSOR to cancel this Agreement for failure by LESSEE so to perform, keep and observe any of the obligations, terms, warranties, or conditions hereof to be performed, kept and observed. No waiver of default by LESSOR of any of the obligations, terms, warranties or conditions hereof to be performed, kept and observed by LESSEE, shall be construed to be or act as a waiver of any subsequent default of any of the obligations, terms, warranties or conditions herein contained to be performed, kept and observed by LESSEE.

26. CANCELLATION BY LESSEE

The LESSEE, in addition to any other rights to which it may be entitled by law or otherwise, may cancel this Agreement by giving LESSOR written notice in the event of default by LESSOR under this Agreement continuing for more than sixty (60) days after the LESSOR's receipt of written notice of such event of default and opportunity to cure from the LESSEE, upon or after the happening of any one of the following events:

(a) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport or any major part thereof for Airport purposes and the remaining in full force of such permanent injunction for a period of at least one hundred eighty (180) days.

(b) Inability of the LESSEE to use, for a period in excess of one hundred eighty (180) days, the Airport or any part of the facility because of any law, order, rule, regulation or other action or non-action of the Federal Aviation Administration or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy.

(c) LESSOR shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSOR are to be performed, kept or observed:

- i. LESSEE may give LESSOR written notice to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) days after receipt of such notice by LESSOR, LESSEE may terminate this Agreement and the term hereof shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the Initial or Option Term, unless such condition or default cannot reasonably be corrected within the 60-day period and LESSOR has demonstrated due diligence with respect to curing said default, then such cure period may be extended for consecutive periods of 30 days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the term shall cease and expire at the end of the 30-day extension then in effect;

(d) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the Airport and the facility herein described, or of any substantial part or parts thereof in such a manner as to substantially restrict the LESSEE for a period of one hundred eighty (180) days from operating on and within the facility.

(e) In the event of destruction of the facilities, improvements, or the demised Premises as more fully described in Section 37, Damage or Destruction.

27. MAINTENANCE AND REPAIR

LESSEE, at its sole expense, shall at all times keep and maintain said Premises in a clean and sightly condition, free of trash, debris and obstructions.

LESSEE shall maintain and keep in repair at its own expense the interior of said Premises, keeping the same in proper condition, including painting, light bulb replacement, carpet cleaning and any other minor repairs required to keep the Premises in proper condition.

LESSOR shall be responsible for structural repairs to the building (including walls and foundation), ballast replacement and for damages to property or equipment covered by insurance.

LESSOR, its agents or employees, shall have the right to enter upon said Premises at any and all reasonable times to inspect the condition of the same. Should LESSEE, refuse or neglect to maintain its Premises as herein provided, LESSOR shall have the right to perform such maintenance on behalf of and for the LESSEE after thirty days written notice to LESSEE. Any costs for such maintenance shall be paid for by LESSEE, not later than thirty (30) days following demand by LESSOR for such payment at LESSOR's costs, plus twelve percent (12%) as administrative reimbursement to LESSOR.

Notwithstanding any other provisions in this Lease, LESSOR hereby represents and warrants that all electrical, plumbing, heating and air conditioning and mechanical systems located at the Premises are in good working condition upon commencement of this Lease.

28. EXTERIOR SIGNS AND ADVERTISING

LESSEE agrees that no signs or advertising material shall be erected on the Premises or on any improvement or facility on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in advance in writing by LESSOR, which approval shall not be unreasonably withheld or unduly delayed.

LESSEE shall not erect, install, operate, nor cause or permit to be erected, installed, or operated upon any non-leased Premises of the Airport property, any signs, banners, or other similar devices for its own business, or the business of others. This provision shall not have the effect of limiting or restricting LESSEE's right to enter into an agreement with LESSOR'S authorized and permitted marketing, advertising or signage agency for the display of informational, marketing or advertising media at approved designated locations on Airport property.

29. PORTABLE STORAGE CONTAINERS/STRUCTURES

Unless specifically approved in writing, and under conditions specified by LESSOR, LESSEE shall not place or allow to be placed upon Premises, any type of portable storage container, trailer, unit, box, or barrel which is used to store merchandise and/or equipment and supplies outside of an enclosed permanent building or structure, which does not qualify as a building or structure under Title 18 of the Code of the City of Wichita. Unless specifically approved, and under conditions specified by LESSOR, LESSEE shall not place or allow to be placed upon Premises, any type of portable or temporary structure, trailer, mobile home, modular structure or device.

LESSOR will not unreasonably withhold approval of such container(s) and structure(s) if such is of a temporary nature for the purpose of supporting construction, alteration or improvement activity, or other approved project.

30. GRANTING OF EASEMENTS

LESSEE shall not (i) grant easements, licenses and other rights or privileges in the nature of easements with respect to the land, or (ii) release existing easements, licenses, right-of-ways and other rights or privileges, and LESSEE agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by LESSEE of (a) a copy of the instrument of grant or release or of the agreement or other arrangement, and (b) a written application signed by the LESSOR requesting execution and delivery of such instrument, provided that, such grant or release is not detrimental to the proper conduct of the business of LESSEE, and such grant or release will not impair the effective use or interfere with the efficient and economical operation of the facilities. LESSEE shall not request any payment or other consideration for such execution, the same being amply supported by the promises exchanged in this Agreement. Any payments or other consideration received by LESSOR for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of LESSOR. The obligations of this Section shall survive termination of this Agreement.

31. RULES AND REGULATIONS

LESSEE, its agents and employees, shall be subject to any and all applicable rules, regulations, Airport Standard Operating Procedures, orders and restrictions which are now in force or which may hereafter be adopted by the Wichita Airport Authority or the City of Wichita, Kansas, in

respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport or LESSEE's operations conducted hereunder.

LESSOR shall not be liable to LESSEE for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this Section provided, nor shall LESSEE be entitled to terminate this Agreement by reason thereof unless exercise of such authority shall so interfere with LESSEE's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas, or as set out in Section 26, Cancellation By Lessee.

32. ENCROACHERS, TRESSPASSERS AND OTHER THIRD PARTY HAZARDS

LESSEE shall lawfully remove, or cause to be removed by LESSOR or other official law enforcement agency, all encroachers, trespassers and other third parties violating laws of the federal, state or local government, or who are not on the Premises for legitimate purposes.

33. FIRE EQUIPMENT AND SYSTEMS

LESSOR shall furnish and maintain on the Premises sufficient smoke detectors, portable fire extinguishing equipment and sufficient fire suppression as maybe required by city code and insurance underwriters.

34. ENVIRONMENTAL COVENANTS

(a) The LESSEE hereby covenants that it will not cause or permit any Hazardous Substances to be placed, held, located, or disposed of, on, under or at the Premises, other than in the ordinary course of business and in compliance with all applicable laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided in this Agreement to the LESSOR, the LESSEE hereby agrees to indemnify and hold harmless the LESSOR and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSOR or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during any term of this lease of any Substance (hazardous or otherwise) regulated by any applicable statute, law, ordinance, code, rule,

regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws), if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, contractors, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(c) If, during the term of this Agreement, the LESSEE receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Substance (hazardous or otherwise) on the Premises or in connection with the LESSEE's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the LESSEE from any persons or entity (including, without limitation, the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE")), the LESSEE shall immediately notify the LESSOR in writing of said notice.

(d) The LESSOR shall have the right, but not the obligation, and without limitation of the LESSOR's other rights under this Agreement, to enter the Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Substance (hazardous or otherwise) or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any Substance (hazardous or otherwise) or an environmental complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against the LESSEE and/or which, in the reasonable judgment of the LESSOR, could jeopardize its interests under this Agreement. If such conditions are caused by circumstances within the control of the LESSEE or if such circumstances result from a Substance (hazardous or otherwise) owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the LESSOR in the exercise of any such rights shall be payable by the LESSEE, within 15 days of written demand by Landlord.

(e) If an event of default shall have occurred and be continuing, the LESSEE at the request of the LESSOR shall periodically perform, at the LESSEE's expense, an environmental audit and, if reasonably deemed necessary by the LESSOR, an environmental risk assessment, of the Premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the LESSEE with respect to the Premises. Such audits and/or risk assessments shall be conducted by an environmental consultant satisfactory to the LESSOR, and all environmental audits and environmental risk assessments must be reasonable satisfactory to the LESSOR.

Should the LESSEE fail to perform any such environmental audit or risk assessment within 90 days of the written request of the LESSOR, the LESSOR shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the LESSOR in the exercise of such rights shall be payable by the LESSEE on demand.

(f) Neither LESSEE nor LESSOR shall install or permit to be installed in the Premises friable asbestos, electrical equipment containing polychlorinated biphenyls (PCBs), or any Substance containing asbestos and deemed hazardous by federal or state regulations applicable to the Premises and respecting such material. The LESSEE shall defend, indemnify, and save the LESSOR and the City of Wichita harmless from all costs and expenses (including consequential damages) asserted or proven against the LESSEE by any person, as a result of the presence of said Substances, and the costs of any removal or compliance with such regulations, if said Substance was installed by the LESSEE, or persons within its control.

(g) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the LESSOR hereby agrees to indemnify and hold harmless the LESSEE from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSEE by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during the term of this Agreement and the period prior to the term of this Agreement of any Substance (hazardous or otherwise) (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any Hazardous Substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or placed upon the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release except to the extent such was caused by the LESSOR).

Environmental compliance shall not be limited to those items noted within this lease but shall include any current or future federal, state, or local law, statute or regulation, that may be required of LESSEE's operation (storage or use of Substances (hazardous or otherwise), activities of LESSEE's employees or contracted vendor's etc.). Tenant shall provide LESSOR upon request copies of any plan, training program, training records, material safety data sheet or any other documentation required by said laws.

(h) The provisions of this article shall survive the termination of this Agreement.

35. IMPOSITIONS

LESSEE shall, during the life of this Agreement, bear, pay and discharge, before the delinquency thereof, any and all impositions, including all lawful taxes and assessments imposed on the Premises, personal property thereon, or LESSEE's possessory right therein. In the event any impositions may be lawfully paid in installments, LESSEE shall be required to pay only such installments thereof as become due and payable during the life of this Agreement as and when the same become due and payable. LESSOR covenants that without LESSEE's written consent it will not, unless required by law, take any action intended to cause or induce the levying or assessment of any imposition (other than special assessments levied on account of special benefits or other impositions for benefits or services uniformly imposed) which LESSEE would be required to pay under this Section and that should any such levy or assessment be threatened or occur LESSOR shall, at LESSEE's request, fully cooperate with LESSEE in all reasonable ways to prevent any such levy or assessment. Nothing herein contained shall prevent LESSEE from contesting the legality, validity, or application of any such tax or assessment to the full extent LESSEE may be lawfully entitled to do so.

36. INDEMNITY

LESSEE, shall protect, defend and hold LESSOR and the City of Wichita and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of LESSEE's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of LESSOR. The LESSOR shall give to LESSEE reasonable notice of any such claims or actions.

LESSOR shall protect, defend and hold LESSEE, its officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the Premises or the acts of omissions of LESSOR's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage is caused by the negligence of LESSEE. The LESSEE shall give LESSOR reasonable notice of any such claims or actions.

The provisions of this Section shall survive the expiration or termination of this Agreement to the extent that they relate to liabilities, losses, suits, claims, judgments, fines or demands arising from or incident to events occurring during LESSEE'S occupancy of the Premises. The LESSEE shall use counsel reasonably acceptable to LESSOR in carrying out its obligations in this Section.

37. DAMAGE OR DESTRUCTION

In the event that facilities or improvements on the Premises are damaged or destroyed in whole or in part by fire, lightning or any other peril or other casualty during the term of this Agreement, this Agreement shall remain in full force and effect and LESSEE shall proceed with due diligence to repair, restore, rebuild or replace said damaged or destroyed property or parts thereof to as good a condition as all affected properties were in immediately prior to such damage or destruction, subject to such alterations as LESSEE may elect to make and are permitted in this Agreement. All proceeds from the insurance policies related to such damage or destruction shall be applied to cover the cost of such repairs or restoration.

In the event the improvements are damaged or destroyed in whole or in part by fire, lightning or any other peril or casualty not resulting in whole or in part from the actions of the LESSEE during the term of this Agreement, and such damage, destruction or loss exceeds fifty five percent (55%) of the value of the property as it existed prior to the casualty loss, LESSEE shall have the election, indicated by written notice given to LESSOR within 180 days after the occurrence of such event, not to repair, restore, rebuild or replace the improvements. Upon such election by LESSEE, this Agreement shall be terminated effective as of the date such notice is given by LESSEE, and neither party shall have any further rights or obligations pursuant to this Agreement other than LESSEE'S obligation to satisfy damages arising from any negligent or intentional action of itself, its employees, agents or invitees to the extent not covered by insurance proceeds. All of the insurance proceeds shall be paid to LESSEE and LESSOR in pro-rata distributions as their interests may appear based upon the fair market value of each party's interest at the time the proceeds are received. Where allowed by the insurance policy, insurance proceeds shall first be applied to removal of damaged improvements from the Premises before such distribution.

38. CONDEMNATION

If, during the term, title to, or the temporary use of, all or any part of the Premises shall be condemned by any authority exercising the power of eminent domain, LESSEE shall, within fifteen (15) days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify LESSOR in writing as to the nature and extent of such

condemnation and whether it is practicable for LESSEE to acquire or construct substitute improvements, or whether LESSEE shall elect to terminate this lease.

If LESSEE shall determine that such substitution is practicable and desirable and LESSOR shall agree thereto, LESSEE shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute improvements. In such case, any net proceeds received from any award or awards with respect to the Premises or any part thereof made in such condemnation or eminent domain proceeds shall be used and applied for the purpose of paying the cost of such substitution. Any proceeds not required for such costs shall be distributed to the parties in pro-rata distributions as their interests may appear based upon Agreement term remaining and the fair market value of each party's interest at the time the proceeds are received.

If LESSEE shall determine that it is not practicable and desirable to acquire or construct substitute improvements, any net proceeds shall be distributed to the parties in pro-rata distributions as their interests may appear based upon the Agreement term remaining, and the fair market value of each party's interest at the time the proceeds are received.

LESSOR shall cooperate fully with LESSEE in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Premises or any part thereof. In no event will LESSEE or LESSOR voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Premises without the mutual agreement and written consent of the other party to this Agreement.

39. MODIFICATIONS FOR GRANTING FAA FUNDS

In the event that the LESSOR determines the Federal Aviation Administration requirements call for modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, these modifications or changes shall supersede this Agreement and LESSEE agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required by the LESSOR to fully comply with federal grant assurances and directives and to obtain Federal Aviation Administration grants-in-aid, provided that no such changes shall materially alter the rights or obligations of LESSEE hereunder.

40. NONDISCRIMINATION

The LESSEE agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, age (except where age is a bona fide occupational

qualification), national origin or ancestry in its operations or services, and its use or occupancy of property under this Agreement. The LESSEE agrees to comply with all applicable provisions of federal and state laws, regulations, or executive orders prohibiting discriminatory conduct.

41. GENERAL PROVISIONS

Facility Development. LESSOR reserves the right to further develop or improve the landing area or any other area, building or other improvement within the present or future boundaries of Airport as it sees fit in its sole judgment regardless of the desires or view of LESSEE and without interference or hindrance by LESSEE. Further, LESSOR retains the absolute right to maintain, repair, develop and expand or replace the terminal building, utilities, ramps, taxiways, runways, streets, roadways, sidewalks, any other airport facility, airport improvement or airport property free from any and all liability to LESSEE for loss of business or damage of any nature whatsoever as may be occasioned during or because of the performance of such maintenance, repair, development, expansion or replacement.

Maintenance, Repair, Direction and Control. LESSOR reserves the right, but is not obligated to exercise the right, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LESSEE in this regard. These areas will include, but are not limited to, those areas which are necessary to serve the aeronautical users of the Airport, except that LESSOR will not be obligated to maintain and keep in repair such areas of the Airport as may be leased to or under the control of Airport tenants, whether such area serves aeronautical users or otherwise.

Operation of Airport by the United States of America. This Agreement and all the provisions hereof will be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

14 CFR Part 77 of Federal Aviation Regulations. LESSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building, structure, or attachment thereto is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises. LESSEE by accepting this Agreement expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises which will exceed such maximum height as may be stipulated by LESSOR. It is understood and agreed that applicable laws, codes, regulations or agreements concerning height restrictions will govern the maximum height to be stipulated by LESSOR. In the event the aforesaid covenants are breached, LESSOR

reserves the right to enter upon the Premises and to remove the offending structure or object, and cut down the offending tree, all of which will be at the expense of LESSEE and without liability to LESSOR.

Airspace. There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport. No liability on the part of LESSOR will result from the exercise of this right.

Easement for Flight. LESSEE releases LESSOR from any present or future liability whatsoever and covenants not to sue LESSOR for damages or any other relief based directly or indirectly upon noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions occurring as a result of aviation or airport related operations at or otherwise associated with the Airport. This release and covenant includes but is not limited to claims for damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, nuisance, or inverse condemnation or for injunctive or other extraordinary or equitable relief. It is further agreed that LESSOR shall have no duty to avoid or mitigate such damages by, without limitation, setting aside or condemning buffer lands, rerouting air traffic, erecting sound or other barriers, establishing curfews, noise or other regulations, relocating airport facilities or operations or taking other measures, except to the extent, if any, that such actions are validly required by government authority. LESSOR reserves these rights from the Premises an easement for flight of aircraft in or adjacent to the airspace above the Premises and for the existence and imposition over, on and upon said Premises of noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions, discomfort, inconvenience, interference with use and enjoyment, and any consequent reduction in market value which may occur directly or indirectly as a result of aviation, airport or airport-related operations at or otherwise associated with use of the Airport. LESSEE accepts the Premises subject to the risks and activities hereinabove described.

Airport Hazards. LESSEE by accepting this Agreement agrees for itself, its successors and assignees, that it will not make use of the leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this Agreement term is breached, LESSOR reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of LESSEE without liability to LESSOR of any kind.

Airport Rules and Regulations, Policies, and Standard Operating Procedures. LESSOR will have the right to adopt, amend and enforce reasonable airport rules and regulations, policies

and standard operating procedures with respect to use of and the conduct and operation of the Airport, its buildings and facilities or any improvements within the present or future boundaries of the Airport, which LESSEE agrees to observe and obey.

Federal Aviation Administration Requirements. LESSOR and LESSEE agree that the requirements of the Federal Aviation Administration (FAA) set out below are approved by both parties, and if applicable, LESSEE agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this Agreement:

(a) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The LESSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered suborganizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) LESSEE agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that LESSEE may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) LESSOR reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of LESSEE in this regard.

(g) LESSOR reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of LESSEE, and without interference or hindrance.

(h) LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of LESSOR, would limit the usefulness of the airport or constitute a hazard to aircraft.

(i) During time of war or national emergency LESSOR shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

(k) There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

(l) This Agreement shall become subordinate to provisions of any existing or future agreement between the LESSOR and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Subordination to Agreements with the U.S. Government. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between LESSOR and the United States Government relative to the operation or maintenance of Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to LESSOR for Airport purposes, or the expenditure of federal funds for the

improvement or development of Airport, including the expenditure of federal funds for the development of Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. LESSOR covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

Non-Waiver of Rights. No waiver or default by either party of any of the terms, warranties, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, warranties, covenants or conditions herein contained, to be performed, kept and observed by the other party.

Notices. Notices required herein may be given by registered, certified, or express mail, and shall be deemed served on the date such notice is deposited in the United States Mail, or by prepaid private courier in the continental United States. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received.

Until any such change is made, notices to LESSOR shall be delivered as follows:

Wichita Airport Authority
Wichita Mid-Continent Airport
2173 Air Cargo Road
Wichita, Kansas 67209

Until any such change is made, notices to LESSEE shall be delivered as follows:

Wally Johnson
Wally's Structural Loads Consulting, LLC
3663 Rushwood Ct.
Wichita, Kansas 67226

Captions. The captions/headings of the Sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Severability and Invalid Provisions. In the event any term, covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other term, covenant, condition or provision herein contained; provided, however, that the invalidity of any such term, covenant, condition or provision does not materially prejudice either the LESSOR or the LESSEE in their respective rights and obligations contained in the valid terms, covenants,

conditions or provisions in this agreement.

Waiver of Claims. LESSEE hereby waives any claim against LESSOR and its officers or employees for loss of anticipated profits, consequential or incidental damages, or claim for attorney fees caused by or resulting any suit or proceedings directly or indirectly attacking the validity of Agreement or any part thereof, or the manner in which it is executed or performed, or by any judgment or award in any legal proceeding declaring this Agreement null, void or voidable, or delaying the same of any part thereof, from being carried out. This waiver extends to all claims, whether the supporting legal theory lies in common law or has a statutory basis.

Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

Incorporation of Required Provisions. The parties incorporate in this Agreement by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

Non-Liability of Agents and Employees. No member, officer, agent or employee of either party to this Agreement shall be charged personally, or held contractually liable by or to the other party under the terms or provisions of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution.

Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.

Time of Essence. Time is of the essence in this Agreement.

Relationship of the Parties. It is understood LESSEE is not in any way or for any purpose a partner or joint venturer with or an agent of LESSOR. LESSEE shall act as an independent contractor in the performance of its duties pursuant to this Agreement.

Interpretation. LESSOR and LESSEE hereby agree that this Agreement shall not be construed or interpreted in favor of either party on the basis of preparation.

Kansas Laws to Govern. This Agreement and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas, and venue for resolution of any issue pertaining to this Agreement shall be in Sedgwick County, Kansas.

42. THIRD PARTY RIGHTS

It is agreed between the parties that it is not intended by any of the provisions of this Agreement to create for the public or any member thereof the status of a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

43. QUIET ENJOYMENT

LESSOR agrees that, on payment of the rentals and fees and performance of the terms, covenants, conditions and agreements on the part of LESSEE to be performed in this Agreement, LESSEE will have the right to peaceably occupy and enjoy the Premises, subject however, to the GENERAL PROVISIONS contained in Section 41.

44. HOLD OVER

In the event LESSEE holds over the lease of the Premises, any rights granted after expiration of this Agreement without any written renewal of it shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create a month-to-month arrangement, which may be terminated within thirty (30) days notice by LESSOR or LESSEE.

45. SURRENDER OF POSSESSION AND RESTORATION

LESSEE shall yield and deliver to LESSOR possession of the Premises at the expiration or termination of this Agreement in good condition in accordance with LESSEE's obligations in this Agreement, except for reasonable wear and tear, or fire or other casualty for which full insurance compensation has been paid as agreed. LESSEE shall, at its expense, deliver the Premises in good order and condition, including: (1) cleaning and hauling away all supplies and trash; (2) removing by legal means all materials and Substances classified as hazardous; (3) leaving in operating condition all bulbs and ballasts; (4) replacing all broken glass, (5) remove all computer network cable, and (6) return to LESSOR all keys to all doors and gates.

LESSEE, at LESSEE's expense, shall remove during the Term of the Agreement or at its expiration all non-attached equipment and personal property placed by LESSEE on or about the Premises herein leased, subject to LESSEE's repairing any damage thereto caused by such removal and subject to any valid lien which LESSOR may have on that property for unpaid rents, expenses or fees.

In the event LESSEE does not remove all of its equipment and personal property within thirty (30) calendar days after the termination of this Agreement, any remaining property shall be considered abandoned and LESSOR may dispose of said property without any further responsibility or liability to LESSEE. The net disposal costs of such property shall be the financial obligation of LESSEE.

46. INTENTION OF PARTIES

This Agreement is intended solely for the benefit of LESSOR and LESSEE and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any work done or inspection of the Premises performed by LESSOR is solely for the benefit of LESSOR and LESSEE.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto. Further, non-parties to this Agreement may not maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Agreement. The parties shall understand and agree that neither the method of payment, nor any other provision contained herein, nor any act(s) of the parties hereto creates a relationship other than the relationship of the LESSOR and the LESSEE.

47. ENTIRE AGREEMENT

The parties understand and agree that this instrument contains the entire Agreement between them. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to the Agreement or the making or entry into this Agreement, except as expressed in this Agreement, and that no claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of, the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for which they are acting herein.

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel deemed necessary for them to form a full and complete understanding of all rights and obligations herein.

48. AMENDMENT

This Agreement constitutes the entire Agreement between the parties for the lease of Premises set forth and identified under Section 1. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

49. APPROVAL, CONSENT, DIRECTION OR DESIGNATION BY LESSOR

Wherever under this Agreement, approvals, consents, directions, or designations are required or permitted, such approvals, consents, directions, or designations required or permitted under this Agreement shall be performed by the Director of Airports, or his/her authorized representative. Approvals, consents, directions, or designations made at any time by the Director of Airports, and from time to time, may be withdrawn or modified by notice from LESSOR to LESSEE.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"LESSOR"

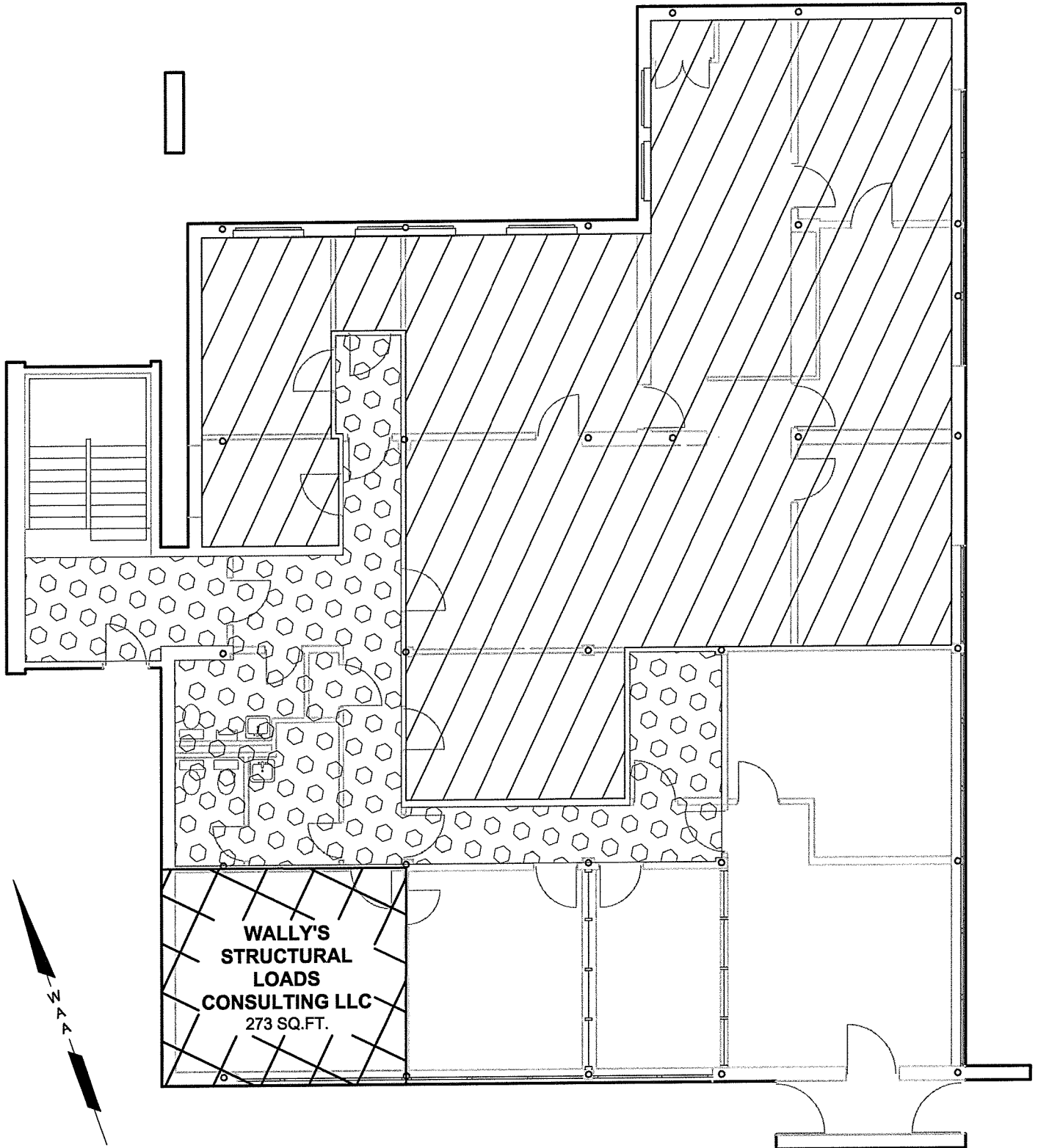
By _____
Victor D. White, Director of Airports

ATTEST:

By Wally Johnson

By Wally Johnson
WALLY'S STRUCTURAL LOADS
CONSULTING, LLC
"LESSEE"

APPROVED AS TO FORM: Gay E. Bentsen Date: 7-6-11
Director of Law



LEGEND



AREA NOT AVAILABLE



COMMON AREAS

2120 AIRPORT ROAD

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
6/8/11	H.G.O.	1" = 10'	1 of 1

**City of Wichita
City Council Meeting
July 26, 2011**

TO: Wichita Airport Authority

SUBJECT: Taxiway H and H1 West Site Development Budget Adjustment
Supplemental Agreement No. 2
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the budget increase and supplemental agreement.

Background: This project was initially approved by the Wichita Airport Authority on March 22, 2011, with a budget of \$25,000 to study the area between Pueblo Road, Airport Road, Harry Street and Taxiway H, and to provide site development options addressing elements such as utilities, drainage, pavements and landscaping to accommodate tenant development. During discussions with a tenant regarding a new hangar it was determined that an early purchase of electrical equipment was needed to accommodate its hangar project. A project budget of \$75,000 was then approved on April 19, 2011, to accommodate the early purchase. Professional Engineering Consultants (PEC) was selected to provide consulting services through the Staff Screening Selection process.

Analysis: A Supplemental Agreement for construction phase services with PEC has been prepared. The following depicts the contract and Supplemental Agreements with PEC:

	<u>Amount</u>	<u>Description</u>	<u>Date</u>
Contract	\$ 18,175	Study and Consulting Services with PEC	3/22/2011
SA No. 1	35,990	Design and Bid Services	5/3/2011
SA No. 2	<u>56,072</u>	Construction Related Services (CRS)	7/26/2011
	\$110,237	Total Contract	

Financial Considerations: This agreement and the pending construction project will necessitate a budget increase of \$525,000 bringing the total budget to \$600,000. A construction contract for approximately \$460,000 is being awarded through the Board of Bids process. The project will be funded with Airport revenue either directly or through the repayment of General Obligation bonds.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through infrastructure improvements to allow development of Airport property for revenue-producing tenant use.

Legal Considerations: The Law Department has approved the supplemental agreement as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the budget increase and the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2
to the
AGREEMENT FOR CONSULTING SERVICES
between
THE WICHITA AIRPORT AUTHORITY, WICHITA, KANSAS
Party of the First Part, hereinafter called the
"OWNER"

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 South Topeka
Wichita, Kansas
Party of the Second Part, hereinafter called the
"CONSULTANT"

WITNESSETH:

WHEREAS, there now exists a Contract between the two parties dated March 22, 2011 covering Consulting Services to be provided by the CONSULTANT in conjunction with Taxiway H and H-1 Site Development (PROJECT) at Wichita Mid-Continent Airport, Sedgwick County, Kansas, and,

WHEREAS, the OWNER now desires to modify the SCOPE OF SERVICES,

WHEREAS, Article IV, Item A.2 provides that upon request by the OWNER the CONSULTANT will prepare an estimate of the fee for construction phase services,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

The Scope of Services shall be modified to include the following:

I. SCOPE OF SERVICES (ADDITIONAL).

A. CONSULTANT shall provide Contract Administration and Construction Observation Services for the above referenced Construction Project. These services are in addition to the Scope of Services being provided under the Agreement.

B. CONTRACT ADMINISTRATION duties shall routinely be the responsibility of CONSULTANT's Project Manager.

1. During Construction provide the following:

- a. Assist in conducting Pre-Construction Conference.
- b. Prepare estimate forms for periodic payment to the Contractor.
- c. Receive and review Contractor's quality control plan, safety plan, shop drawings, and material certifications.
- d. Receive and review Contractor falsework and formwork details as may be required by the contract documents. Submittals shall be reviewed with respect to conformance with the requirements of the project specifications and general conformity to the lines, shapes and dimensions detailed in the plans. This task will not include an analysis of the structural adequacy of the formwork or falsework.
- e. Make periodic visits to the PROJECT site to determine Contractor's progress and general character of the work.
- f. Consult with the Resident PROJECT Representative regarding interpretations or clarifications of the plans and specifications.
- g. Provide CONSULTANT's decision in accordance with the contract documents on questions regarding the work.
- h. Prepare Supplemental Agreements covering modifications or revisions necessitated by field conditions.
- i. Review Change Orders and/or Supplemental Agreements prepared by the Resident PROJECT Representative.
- j. Conduct Final Inspection of the work where applicable.
- k. Issue Certificate of Completion when the PROJECT has been completed.
- l. Meet with OWNER as requested during construction to review progress.

2. After Construction Provide the Following:
 - a. Prepare reproducible "Record" drawings of the completed work based on information provided by the Resident Project Representative.
 - b. Deliver "Record" drawings to the OWNER in both hard copy (reverse vellum) and digital form (CD-Rom & pdf full-size and half-size). Digital files shall include only those drawings prepared using AUTO CAD methods and shall be delivered in a format acceptable to the OWNER. Project Specifications shall be delivered in digital file (MS Word) with the "Record" drawings.
- C. CONSTRUCTION OBSERVATION SERVICES will routinely be the responsibility of CONSULTANT's Resident Project Representative.
 1. During Construction Provide the Following:
 - a. Provide personnel acceptable to OWNER to perform full time observation during construction and such supporting staff as may be required. Through continuous on-site observations of the work in progress and field observations of materials and equipment by the Resident Project Representative and his supporting staff, the CONSULTANT will endeavor to provide further protection for OWNER against defects and deficiencies in the work; but the furnishing of such Resident Project Representation shall not make CONSULTANT responsible for Contractor's failure to perform the construction work in accordance with the contract documents.
 - b. Supervise inspection; check the construction activities to determine compliance with the intent of the design; measure, compute, or check quantities of work performed and quantities of material in-place for partial and final payments to the Contractor; and maintain diaries and other project records to document the work.
 - c. Prepare elementary and supplementary sketches required and conduct preliminary negotiations necessary to resolve "changed" field conditions encountered.
 - d. Review and forward all construction schedules, material certifications and detailed shop and erection drawings to

CONSULTANT's Project Manager. Assist the Project Manager in evaluating the acceptability of all submittals.

- e. Review, analyze, and prepare recommendations for laboratory, shop and mill test reports of materials and equipment.
- f. Provide record drawing information to CONSULTANT's Project Manager for preparation of "Record" drawings on the completed work.
- g. Review requests for monthly and final payments to the Contractor and forward same to CONSULTANT's Project Manager with recommendations for approval.
- h. Prepare "Certificates of Completion" for review by CONSULTANT's Project Manager and submit same to the OWNER.
- i. Prepare initial drafts and conduct preliminary negotiations for all Change Orders and Supplemental Agreements covering work on the PROJECT. Submit same to CONSULTANT's Project Manager for review and thenceforth to the OWNER for approval.
- j. Provide on-site and local transportation for the Resident Project Representative and supporting staff to perform the duties as listed above.
- k. Provide all expendable office supplies such as stationery, pencils, report forms, etc., except that the on-site field office, including utilities and furnishings, shall be provided by the OWNER.

II. EXCLUSIONS

- A. Materials Testing.
- B. Testing for Sanitary Sewer pressure, simulated flow, pipe deflection, video recording and log, manhole vacuum testing.
- C. Storm Water Sewer video recording and log.
- D. Water Quality Testing.
- E. Storm Water Pollution Prevention Plan Inspection.
- F. Work on Owner observed holidays, Saturdays or Sundays when such work requires inspection or the presents of Owner's representatives.

III. TIME OF SERVICES

Completion of services is dependent upon the Contractor's progress and the time frame set forth in the construction contract documents. The fee(s) included in this agreement are based on substantial completion of the construction within 60 calendar days of issuance of Notice to Proceed to the Contractor, and delivery of all PROJECT close-out items to the OWNER within 45 calendar days following Final Acceptance, exclusive of any delays beyond the control of the CONSULTANT.

IV. THE OWNER AGREES

- A. To provide a construction office for the CONSULTANT's field personnel assigned to the PROJECT. Provision of a field office shall include all essential utilities and the monthly costs associated therewith.
- B. To pay the CONSULTANT in accordance with the provisions of Article V of this Supplemental Agreement.

V. COMPENSATION

- A. Compensation to CONSULTANT for services provided as outlined in Section I. shall be based on direct labor times a Factor of 2.6593 (Overhead Factor of 1.3124 plus 15% profit) plus reimbursable expenses with a maximum of \$54,582.28 as identified in Exhibit SA2-A.

- B. ADJUSTMENT IN FEE

In the event the Contractor fails to complete the PROJECT within the specified Contract Time referenced in Article II, the CONSULTANT shall be deemed to be performing "Extra Work" in which case, should the maximum contract amount as set forth in Section V.A. above be exceeded, the CONSULTANT shall be eligible for additional compensation.

In no case shall additional work be performed or compensation be paid without the written authorization of the OWNER. Any authorization shall first be supported by documentation from the CONSULTANT outlining the reasons therefore and the probable maximum fee to be expected.

The parties hereunto mutually agree that all provisions and requirements of the original Agreement not specifically modified by this Supplemental Agreement No. 2 shall remain in force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement as of this _____ day of _____, 2011.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

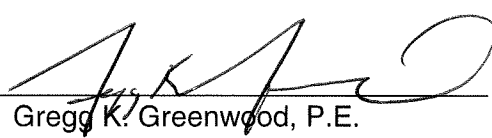
By: _____
Carl Brewer, President
"OWNER"

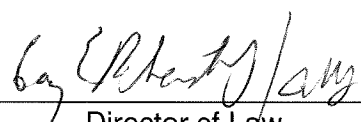
By: _____
Victor D. White, Director of Airports

ATTEST:

PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.

By: 
Bradley J. Edmundson, P.E.
Construction Division Manager

By: 
Gregg K. Greenwood, P.E.
Vice President
"CONSULTANT"

APPROVED AS TO FORM:  _____ Date: 7-11-11
Director of Law

attachment: EXHIBIT SA2-A: Engineering Fee Estimate